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## Current Topics.

## The Irish Courts.

THE IRISH Law Courts and the Four Courts library were in possession of the rebels during the recent short-lived revolt, and according to the earlier reports the library suffered severely, but we hope it will be found that these were exaggerated. We are not acquainted with the library, but Judge BODKIN, in his recent "Recollections of an Irish Judge," spoke of it as serving the Irish barrister for chambers. "He camps out in the law library, which is, in fact, the fair or market where barristers are hired." Possibly this is past history, but in any case we can appreciate here the loss and inconvenience caused by damage to a great law library, and we sympathize with the Irish Bar in their misfortune. For ourselves we never think of Irish legal matters without being reminded of the ability and learning displayed in the Irish Reports, qualities which have been impressed upon us through many years use of them, and of which it would be easy to give examples.

### Lord St. Aldwyn and the Land Transfer Commission.

LORD ST. ALDWYN—better known, perhaps, as Sir MICHAEL HICKS-BEACH—was one of the most trusted and respected politicians of the older generation, but to lawyers he will be best remembered as the chairman of the Royal Commission on the Land Transfer Acts, which was appointed in July, 1908, and which issued its second and final Report in January, 1911. Altogether it met sixty-one times, and Lord ST. ALDWYN, in addition to being very regular in his attendance, shewed a remarkable grasp of the subject, notwithstanding its extremely technical and intricate character. He had, indeed, that practical knowledge which is required to treat on broad lines a matter usually regarded as the close preserve of lawyers and officials. And this breadth of view found expression in passages from the Report where the scales were held evenly between the claims of the rival systems of private conveyancing and public transfer. The Report did not accept the view that the reluctance of landowners to register was due to "the unfortunately hostile attitude of the legal profession"; it recognized that the objections of the profession were based on dislike of "officialism"; moreover, it found the existing system of

registration imperfect, and it declined to recommend the compulsory extension of an imperfect system; the system should be amended and its further working in London watched. This is all matter of past history now, but the Report was valuable at the time, and it will be valuable again when the opportunity for dealing with land transfer returns. When that time comes, much good work which is now in abeyance will find its reward, and future reforms will be due in no small measure to the Commission over which Lord ST. ALDWYN so ably presided.

#### Shakespeare and the Law.

WE NOTICE that one learned Professor of Medicine has made the Shakespeare Tercentenary the occasion for shewing the acquaintance of the great dramatist with medicine. If other matters allowed, we might do as much for his acquaintance with law. The classical instance perhaps is in the churchyard scene in "Hamlet":—

"Why may not that be the skull of a lawyer? Where be his quiddities now, his quillets, his cases, his tenures and his tricks? This fellow might be in's time a great buyer of land, with his statutes, his recognizances, his fines, his double vouchers, his recoveries. . . . The very conveyances of his lands will hardly lie in this box; and must the inheritor himself have no more?"

And the theologians can do the same, and the sailors, and so everybody in turn, until the writer of the plays is found to have been an expert in the details of all knowledge as well as the consummate master of human affairs. And there are some—themselves of no mean ability—who think there is more than a sporting chance that he was a Lord Chancellor. Well, that matter is beyond us, but it is certainly one of Nature's greatest marvels that it should have produced in the same age Shakespeare and Bacon. Perhaps another marvel as great is that he who wrote the Essay on Judicature should have fallen as Bacon did. So it may be as well to celebrate the tercentenary at Stratford-on-Avon rather than at Gorhambury.

#### The Easter Cause Lists

SAVE FOR a marked decline in the business of the King's Bench Division the Easter Cause Lists shew that the volume of litigation is not adversely affected by the war. The total number of appeals is 206, as against 212 in January and 213 a year ago. Previous to that the figure for several sittings was about 300, and at Michaelmas, 1913, it had risen to 363; but totals like this denote the accumulation of arrears rather than current business. The present total depends mainly on the King's Bench appeals. There are 151—the same as in January—and they have necessitated the sitting of a third Court of Appeal. The Chancery appeals are 29, as against 22 in January, but the Workmen's Compensation appeals have fallen to 14. This is the lowest figure of recent sittings. Usually the list has been substantial, and at Trinity Sittings, 1914, it rose to 73. The Land Duties cases of *Inland Revenue Commissioners v. Smyth* and *Hunter v. Inland Revenue Commissioners* are still in the list, but we are not aware whether they are to be proceeded with. They have stood over now for two years. And the list includes the case of *R. v. Speyer*, in which a Divisional Court held that a naturalized subject was entitled to be a Privy Councillor.

#### The Decline in King's Bench Business.

THE Chancery Division List contains a total of 324 causes in addition to twenty-six company (winding-up) matters. This is above the average of recent sittings, in which the number has sunk as low as 193 (Hilary, 1915), though it has risen to 368 (Michaelmas, 1913). The present figure is probably due to some extent to arrears accumulated through the absence of YOUNGER, J., from time to time on aliens work, and to the time occupied before EVE, J., in the *Rhodesian* case. The list in the Probate, &c., Division has risen from 265 in January to 351 for these sittings. It is a list which seems to be governed by special circumstances, and in recent sittings it has twice been up to 550. But the most noticeable feature

in the lists is the drop in the King's Bench Division. The total is now 188, made up as follows:—Divisional Court, 80; actions for trial, 100; and bankruptcy matters, 8. In January the corresponding figures were 98, 287 and 6, a total of 391; while last Michaelmas the total was 498, including 373 actions for trial; and at Michaelmas, 1914 and 1913, it was 676 and 841. Even allowing for special causes, such as arrears and the illness or paucity of judges, a drop from 841 to 188 is noteworthy. The lists have to some extent been maintained by war cases, though we doubt whether the present war has been so fertile in litigation as the Napoleonic wars. In particular it will be found on referring to the reports—Taunton, and East, and Maule and Selwyn—that licences to trade with the enemy gave the common law courts plenty of work. These licences seem to have been freely granted for trade with Russia and other countries, but not with France, and the trade might be in any ships except French ships. When ships were lost or captured, the policies were only good if the licence covered the adventure, and most of the cases were insurance cases. One point much discussed was, under what circumstances the licence held good after its nominal date of expiry, and in *Freeland v. Walker* (4 Taut. 478), GIBBS, J., observed that there had been fifty cases in the King's Bench where the plaintiffs had recovered on policies, although the licence had expired at the time of the loss. We are not aware that any such licences are being granted now, and this source of litigation a hundred years ago was probably due to the special circumstances of the wars of that time. But the matter is not without interest in view of present events.

#### The New Military Service Bill.

WE PRINT elsewhere the text of the new Military Service Bill which has been introduced in the House of Commons by the Prime Minister. The clause of chief importance is clause 1 (1), which is to be substituted for section 1 (1) of the Military Service Act, 1916. It brings under conscription boys as they attain the age of eighteen years, and it extends conscription to married men, and widowers with children dependent on them. The exceptions in the First Schedule to the Act are to apply with two alterations: time-expired men will no longer be excepted, and a man rejected since 14th August, 1915, is not to be excepted, unless the Army Council are satisfied that he need not again present himself for medical examination and sends him notice to that effect. These provisions vary paragraphs 5 and 6 of the Schedule. Clause 4 provides that, where a decision of a local tribunal has been varied on appeal, certificates of exemption granted on the appeal shall only be reviewed or renewed by the appeal tribunal on application made direct to it, and clause 5 reduces from two months to two weeks the period of grace under section 3 (3) of the existing Act after a certificate of exemption ceases to be in force. Under clause 11 Territorials may be transferred without their consent from corps to corps or to the Regular Forces.

#### The Extension of Conscription.

THUS THE three main points in the Bill are the automatic inclusion of boys as they attain eighteen, the extension of conscription to married men, and the retention on service of men who have served their time. So far as opposition could be offered to conscription on principle it was offered in January. It was, we believe, said then that there would be no extension, but, of course, there is no distinction in principle between married and unmarried men. Those who were opposed to conscription in January will be equally opposed to it now. They will retain the opinion that the question, whether he will engage in war, is one for each individual to decide for himself, and that the majority have no moral right to override his own determination. That opinion may not be very prevalent, but it is strongly held. It is a matter of morals rather than law, and we need do no more than state the fact. Section 2 of the recent Act will apply to the new conscripts, and certificates of exemption can be applied for on the grounds there mentioned. In the case of married men new questions will arise under the



"serious hardship" clause; but since most married men of military age will be hardly hit, it may not be easy to show "exceptional financial or business obligations or domestic position." The case of boys deserves more consideration than, in the present state of feeling, it is likely to get either from the House of Commons or the public. Many are just commencing their training for professional work, and this should be a frequent ground for exemption, especially in the case of medical, science, and engineering students. The *Times* of 30th December, in a communication from a medical correspondent, very emphatically called attention to the peril of acceding to the military demands and abstracting the junior medical students; but, unless a strong protest is made, these will now be swept into the Army. The whole question of entangling boys in a quarrel which is the business of their elders seems to have been too little considered, and, as a legal matter, it is, perhaps, the most startling instance of the intrusion of the State into the sphere of the family. —

#### The Proposed Barrister-Commissioners.

WE HEAR on good authority that the Local Government Board intend, so far as possible, to use Revising Barristers for the task of assessing additional allowances payable to men on service who incur special hardships. This proposal is to be welcomed for two reasons. Revising Barristers are men of wide local experience, whose work has given them insight into the position of householders in their revising area; they are, moreover, accustomed to handle cases without the assistance of professional advocates, and to get through a vast quantity of work with tact and efficiency in a short period of time. Again, if no reappointments are made this year, they have a reasonable claim, on grounds of natural justice and equity, to any judicial work of a commensurate kind for which they are fitted. Of course, public appointments must be made with a view to the public interest, and not for the purpose of satisfying the claims of lawyers, however just and equitable; but where a number of lawyers are temporarily required for some special kind of war work, other things being equal, regard may fairly be had to the claims of those whose public offices have been suspended during the war on grounds of national economy.

#### The Irish Rebellion and Damage to Property.

THE GREAT extent of the damage done during the recent revolt in Dublin raises a question sure to come before the Courts at an early date, namely; the legal right to compensation vested in the persons who have suffered. In England the Riot Damage Act is the principal statute on this point, but in Ireland—where the country has seen much damage due to civil strife—there is a whole series of relevant statutes. In 1831 was passed the Tumultuous Risings Act; this was followed in 1833, 1836, 1848, 1853 by statutes providing for the payment of compensation to owners of property damaged by "malicious injury"; in these statutes a Grand Jury assessed compensation payable out of the poor rate. In 1898 the Local Government (Ireland) Act made sweeping alterations; its Sixth Schedule very largely repealed the prior statutory enactments, but sections 5 and 110 partially re-enacted them with modifications. The following are the chief points in this statute which bear on the matter:—(1) Where property is damaged by a "malicious injury" which is an indictable offence under the Malicious Damage Act, 1861, the owner can claim compensation in the county court (*ibid.*, s. 5 (1)); (2) the order for compensation is made against the county council (s. 5 (2)); (3) any ratepayer in the county has a *locus standi* to appear in support of or opposition to an application for compensation (s. 5 (3)); and (4) the judge may limit the area inside the county to be assessed to the compensation levy (s. 5 (4)). Of course, all damage done by the rebels in the recent revolt is clearly an indictable malicious injury on which a claim can be founded. But where the damage has been done by the troops who put down the revolt, then no offence is committed, and, presumably, no compensation is payable. Indeed, in the recent

English case of *In re a Petition of Right* (59 SOLICITORS' JOURNAL, 665), the Court of Appeal decided that, both by virtue of the Royal Prerogative and also under the Defence of the Realm Act and Regulations, the Crown has power in time of war to take possession of any land and buildings for the purpose of ensuring the national safety without paying any compensation, and the principle of this case seems to cover the destruction of buildings.

#### Estate Duty on Appointed Funds.

WE REFERRED recently (*ante*, p. 363) to the pendency in the House of Lords of the case of *O'Grady v. Wilmot*, which raised the question whether appointed personal property passes to the executor "as such," so as to throw the estate duty in respect of it on the residuary personalty. The reserved decision of the House has now been given, and we report it elsewhere. It is held that the words "property which does not pass to the executor as such" in section 9 (1) of the Finance Act, 1894, refer to the actual transition of the property, not to the executor's right to receive it, and they include only property which he receives *virtute officii*. The question was raised in ten cases in the Chancery Division, and there was, it will be remembered, extraordinary difference of judicial opinion. In *Re Treasure* (1900, 2 Ch. 648) and *Re Maddock* (1901, 2 Ch. 372)—both before KEKEWICH, J.—*Re Power* (1901, 2 Ch. 659), before BYRNE, J., *Re Dodson* (1907, 1 Ch. 284), before WARRINGTON, J., and *Re Hadley* (1909, 1 Ch. 20), before PARKER, J., it was held that the property did not pass to the executor as such, and therefore it had to bear its own duty; he was entitled to receive it, but this right did not arise *virtute officii*; it was a right specially conferred upon him in equity so as to make the appointed fund liable for debts (*Townshend v. Windham*, 2 Ves. S., p. 11). But in *Re Moore* (1901, 1 Ch. 691) and *Re Dixon* (1902, 1 Ch. 248, 257)—both before BUCKLEY, J. (now Lord WRENBURY)—*Re Fearnside* (1903, 1 Ch. 250), and *Re Creed* (1905, W. N. 94), before SWINFEN EADY, J., and *Re Orlebar* (1908, 1 Ch. 136), before NEVILLE, J., this distinction was treated as not applicable to estate duty; the appointed fund passed to the executor "as such," and the duty was thrown on the general residue. *Re Hadley* went to the Court of Appeal, and there COZENS-HARDY, M.R., and MOULTON and FARWELL, L.JJ., unanimously reversed PARKER, J., and indorsed the opinion of the second line of cases.

#### The Executor "as Such."

HERE THE matter has rested until now, when the question has again arisen in *O'Grady v. Wilmot*. It was complicated by the raising also of a question as to reconversion. Real estate settled by deed was held on trust for sale, and trusts of the proceeds were declared in favour of persons in succession; but the settlor, who was the first tenant for life, had an overriding power to appoint the proceeds by deed or will. She exercised this power by will and appointed the property to trustees on trust for sale, but there was to be no sale during her husband's life without his consent, and she gave the income to him for life. EVE, J. (1915, 1 Ch. 39), held that *Re Lord Grimthorpe* (1908, 2 Ch. 675) applied, and that the property was intended to be appointed as land; hence it did not pass to the executor as such. The Court of Appeal held that, whatever the intention of the testatrix might be, the property was in equity personalty at her death, and—following *Re Hadley* (*supra*)—that it went to the executor as such. We do not understand that the House of Lords disagree with the former ruling. The property, being at the death of the testatrix subject to an existing trust for sale, was personalty; the disagreement is with *Re Hadley*, and that case has been overruled. The stricter view of "executor as such" has prevailed, and the phrase only applies to property which he takes *virtute officii*. This is the decision of the Lord Chancellor and Lords ATKINSON and SUMNER; Lord PARMOOR dissented. Lords WRENBURY and PARKER would have sat on the appeal, but as they were on opposite sides in former cases, they withdrew. There have thus been seven judges on each side—Lords BUCK-

MASTER, ATKINSON and SUMNER, and KEKEWICH, BYRNE, WARRINGTON, and PARKER, JJ., on the winning side; Lord PARMOOR, COZENS-HARDY, M.R., and MOULTON and FARWELL, L.JJ., and BUCKLEY, SWINFEN EADY, and NEVILLE, JJ., on the losing side. Between this array of judicial ability it is hard to choose; Lord BUCKMASTER appears, in a sense, to have had the casting vote. The effect is to free the residue and throw the duty on the appointed property, which in fairness, it seems, ought to pay it; so that in this case the more technical construction works substantial justice.

#### Disease as an Accident.

THE *quæstio vexata* as to how far a disease can be an "accident" for the purposes of the Workmen's Compensation Act, 1906, has arisen again in *Scott v. Pearson* (*ante*, p. 428). The statute provides for compensation in two classes of events, namely, injury arising from "accident" and injury arising out of certain "industrial diseases" scheduled to the Act. Where a disease contracted in the course of employment is not a scheduled industrial disease, the claimant must shew (1) that it is an accident, and (2) that it arises "out of" the employment. Now the definition of accident as an "unexpected, fortuitous occurrence," given by the House of Lords in *Fenton v. Thorley & Co.* (1913, A. C. 443), where the accident was a sprained back due to over-exertion, has been ingeniously extended, so as to cover some diseases, in *Brintons v. Turvey* (1905, A. C. 230) and in *Glasgow Coal Co. v. Welsh* (60 SOLICITORS' JOURNAL, 336). In the former case the workman caught "anthrax" while working in a warehouse; it was held that a germ from the cloth struck his eye and infected him with the disease; in other words, an infectious disease was regarded as analogous to a physical blow. In the second case a miner caught rheumatism while standing in a flooded mine; there the analogy to a physical blow is not easy to discover. Now in *Scott v. Pearson* (*supra*) the Court of Appeal, overruling a county court judge, has extended to "cattle ringworm" the principle of the "anthrax case." A girl employed on a farm caught this contagious disease, a fungoid growth by nature, from calves she was feeding. There was contact, direct or indirect, between the girl and the calves, either because they pushed against her or because she pushed them with a stick, and to this contact the disease was due. Here the "contact" made the accident—again the analogy with a physical blow. The rule on the point now seems to be that "idiopathic" disease (*cf. Eke v. Hart-Dyke*, 1910, 2 K. B. 677) cannot be an "accident," but "infectious" or "contagious" diseases may be contracted by an "accident."

#### Partial Dependency on a Parent.

ANOTHER TROUBLESOME problem often raised by Workmen's Compensation cases is that of "partial dependency," which has come up once more in *Montgomery v. Blows* (*ante*, p. 427). A married woman, living with and supported by her husband, took in her father as a lodger; she made a small profit out of the arrangement. He died as the result of a statutory accident, but a claim for compensation by his daughter on the ground of partial dependency proved unsuccessful alike in the county court and on appeal. Now, the county court judge based his decision on three grounds of varying merit. In the first place he barred the claim on the ground that the woman was wholly dependent in law on her husband, who was legally bound to support her. But dependency, whether total or partial, is a question of fact (*New Monckton Collieries v. Keeling*, 1911, A. C. 648), and the mere evidence of a legal obligation on the part of a husband is not enough to displace actual support, in whole or in part, by another. Again, the judge took the view that the profit derived from the father as a lodger was an ordinary commercial profit arising out of contract, not some legal relationship of status, and therefore not an index of dependency. But, as PHILLIMORE, L.J., pointed out in the Court of Appeal, a parent may give to a child a profitable contract by way of a gift towards its maintenance, so that the evidence of a contractual relationship does not exclude the simultaneous evidence of a moral obligation arising out of

that affinity. Lastly, the judge held that in fact the small profit went to the husband, since it reduced the housekeeping expenses and caused a saving of housekeeping money which is presumed in law to be his (*Birkett v. Birkett*, 52 SOLICITORS' JOURNAL, 241). So it was not the wife who lost by her father's death, but the husband, who had to increase his housekeeping allowance. To hold that statutory compensation could be claimed for this would be, in effect, to find that the husband was a partial dependant on his father-in-law, a position never contemplated by the Legislature.

#### The Statutory List and Insurance Business.

WE COMMENTED recently (*ante*, p. 424) on the Trading with the Enemy (Extension of Powers) Act, 1915, and the Proclamation under it of 29th February (*ante*, p. 324) establishing the Statutory List of persons in neutral countries who are treated as enemies for trading purposes. The Proclamation, however, by clause 4 (a), excluded insurance business, so that it has continued permissible for persons in the United Kingdom, who are engaged in insurance business in neutral countries, to carry it on with or through the agency of persons in the Statutory List. A further Proclamation, which we print elsewhere, excludes from this exception the business of marine insurance and the incidental risks to goods in transit by sea, so that the permissible insurance through such agencies is now practically confined to fire insurance. These distinctions are subtle, but it must be remembered that the Proclamations are intended to conserve British trade so far as possible, while cutting off all trade tending to assist the enemy. Hence British insurance trade was in the first instance safeguarded in neutral countries, and marine insurance is now excluded because, it may be presumed, it has been found in practice to render indirect assistance to the enemy.

### Words as Trade-Marks.

THE disfavour which has been shewn to word trade-marks by the Court of Appeal continues unabated, as is demonstrated by two recent cases. One of them is *Garrett's Trade-Mark* (*ante*, p. 401; 32 R. P. C. 117; 1916, 1 Ch. 436), where the word in question was "Ogee," which is a word to be found in standard dictionaries as meaning a moulding consisting of a continuous double curve, convex above and concave below, which curve is known as the "Ogee curve." It is also used in connection with ornamentation of artillery; but it is a word which, we think, is little known or used except by persons interested in architectural matters or the like. In 1898 T. W. GARRETT, who traded as OSBORNE, GARRETT, & Co., registered this word as a trade-mark for certain goods, and in 1903 for certain other goods. He used the word in his business, which was that of a wholesale hairdressers' sundryman, and it appears to have become distinctive of his goods. In 1915 he was minded to apply for registration of the word for certain other goods not covered by his previous registrations, but his application was refused by the Registrar of Trade-Marks. He appealed to the Court, and the appeal came before SARGANT, J., who overruled the Registrar and directed the registration to proceed. The Registrar's view was that "Ogee" was simply the letters O.G. spelt out, and that letters cannot be registered as trade-marks. In both these respects SARGANT, J., held that the Registrar's view was erroneous, and that "having regard to the fact that this word has been used for a long time past by the applicant, that it has become distinctive of his goods, and that he has had other registrations of the same word in other classes for some years," the registration now applied for should be allowed. The Registrar appealed, and the Court of Appeal allowed the appeal, so the application was refused. The judgments of the Court of Appeal are curious reading. They were obsessed with the fetish of the Registrar's discretion to accept or refuse an application to register, and the notion that the exercise of such discretion ought not to be lightly interfered with.

It is true that the Registrar has such discretion under section



12 (2) of the Trade-Marks Act, 1905, but it is "subject to the provisions of this Act." It is equally true that when an appeal from a decision of the Registrar comes before the Court a similar discretion is vested in the Court. The real point for the Court of Appeal to decide was not so much the nature and extent of the Registrar's discretion to which they addressed the major part of their judgment, but whether on the facts of the case they ought to exercise their discretion by overruling SARGANT, J., who, in the exercise of his discretion, had overruled the Registrar. In their judgments they paid scant attention to the merits of the case. Lord COZENS-HARDY said, "If the letters O.G. could not be registered, it seems to me that 'Ogee' ought not to be registered; so if M. T. cannot be registered the word 'Empty' ought to be refused"; but this really ignores the fact that, as stated by SARGANT, J., the true consideration is whether to the general public "Ogee" would suggest the word or the two letters. We think that the general public seeing "Ogee" on goods would not think that it represented the two letters; and it is noticeable that, although the applicant had been using "Ogee" in his trade for over fifteen years, no one appears to have come forward to say that he took "Ogee" to mean the two letters. WARRINGTON, L.J., rested his judgment on the exercise of discretion; but he said that he was not satisfied that the mark applied for might not be held to be calculated to deceive, because "if the goods of someone with the same initials were to be sold with the letters O.G. upon them, persons asking for these goods as 'O.G.' might well obtain the applicant's goods and *vice versa*." This is, we think, very far-fetched, and here again it is material to notice that "Ogee" had been used by the applicant in his trade for over fifteen years, and there was apparently no suggestion of any such deception during all that time. We certainly think that the decision of SARGANT, J., ought not to have been reversed.

The other recent case before the Court of Appeal is a curious one. It is *Re George Cording (Limited)* (*ante*, p. 352; 1916, 1 Ch. 422). GEO. CORDING (Limited), who had previously registered the same word as a trade-mark in Class 38, applied to register "Gnidroc" in Class 40. This application was opposed by J. C. CORDING (Limited), who also moved to strike off the earlier mark. "Gnidroc" is "Cording" spelt backwards. But we agree with what was said by NEVILLE, J., that not one person in a hundred who was in the habit of seeing this word, and who had not the assistance of anyone to prompt him as to its origin, would ever discover that it was "Cording" spelt backwards. The Registrar acceded to the application, and on appeal to the Court NEVILLE, J., upheld his decision, and dismissed the motion to rectify the register. The opponents went to the Court of Appeal, who allowed the appeal, dismissing the application to register, and making an order to rectify the register in respect of the earlier registration of "Gnidroc." The Court dealt very little with the question whether the word was *per se* a registrable trade-mark, which the Registrar and NEVILLE, J., had both held that it was, but they based their decision on fraud. The Master of the Rolls said, "When once I find, as I do find, an intent on the part of GEO. CORDING (Limited) not to trade honestly in their own name, GEO. CORDING (Limited), but by various devices to attempt to get the benefit of the reputation attaching to 'Cording' alone, I assume, as I am bound to assume, when once I get a fraudulent intent like that, that what they are doing is not merely intended to deceive, but is calculated to deceive the public into thinking that they are the 'real Cording'"—i.e., that the mere use of "Gnidroc" would cause the public to think that the users were the "real Cording." We cannot see that this assumption is well founded, bearing in mind that both parties had an equal right to use "Cording" in a legitimate way, of course. We will not deal further with this case, as we understand it is under appeal to the House of Lords, but we may notice that the Court of Appeal did not shew, in deciding it, any of that disinclination to overrule the Registrar's discretion which they manifested in *Garrett's case* (*supra*).

Mr. Samuel Woodcock, of Bury, Lancs, solicitor, formerly clerk to the Southport Waterworks Company, left estate of £22,891.

## Reviews.

### Books of the Week.

**Review.**—The Law Quarterly Review, April, 1916. Edited by the Right Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons (Limited). 5s. net.

**American Bar Association.**—Report of the 38th Annual Meeting of the American Bar Association, held at Salt Lake City, Utah, August 17th, 18th, and 19th, 1915. The Lord Baltimore Press, Baltimore.

## Correspondence.

### The British and Foreign Sailors' Society.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I am asking for gifts towards the excellent work of the British and Foreign Sailors' Society, to be announced at their 98th annual gathering at the Mansion House, London, on 8th May.

The Society is both international and interdenominational, and is the oldest organisation looking after the all-round interests of our sailor lads. It has long enjoyed the patronage of the Royal House, and continues to receive the regular support of all the Churches as well as the leading members of the naval, shipping, and commercial circles.

Even more important than all, I am convinced that the Society has a real place in the hearts and lives of our brave sailors, and as a small reward for their splendid courage and endurance I hope that you will generously assist this glorious enterprise.

I am sure you will agree with me that it is not only necessary to maintain this work at its present high level, but also to extend its activities in other centres where our sailors are in urgent need of institutes ashore for the effective supply of their social and spiritual wants.

ETHEL BEATTY.

Hanover Lodge, Regent's Park, N.W., April 28.

### "Was Judge Jeffreys the Worst Man who ever Lived?"

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—All persons who wish to form a just opinion of Judge Jeffreys ought to read "The Life of Judge Jeffreys" (1898), by H. B. Irving, who states in his preface that: "After consulting all accessible authorities, both printed and manuscript, some of which have not been hitherto made use of, I have formed a rather different estimate of Jeffreys' life and character from that generally accepted. I venture to hope that my reasons for arriving at such an estimate may not appear unjustifiable."

They should also read a very able and interesting article on Judge Jeffreys in the *American Law Review*, Vol. XLIII. (1909), p. 157. The writer, referring to the "Bloody Assizes," says that "no innocent person was punished in those trials." And again: "Even in Lady Lisle's case, she was condemned on actual credible testimony, offered in accordance with the rules of evidence."

The devil may not be quite so black as he is painted, but he is black enough. There can be no doubt that he was a good lawyer and an able man.

HARRY B. POLAND.

Inner Temple.

### Keeping Notice of Trusts off a Title.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The observations under this heading under "Current Topics" of your issue of to-day prompt me to inquire whether there is any means of keeping the trust off the title in the following case:—

Trustees, being mortgagees in possession of real estate, are selling same, and one of the vendors, being on active service, has executed a power of attorney under the Execution of Trusts (War Facilities) Act, 1914, containing a short recital of settlements under which he is a trustee, and appointing the donee his attorney for those trusts only under which the donee of the power proposes to execute the conveyance. The purchaser is presumably entitled to call for production of the power of attorney, which will reveal the existence of the trust, whereupon the necessity will arise of abstracting the equitable title.

Section 2, sub-sections 3 and 4 of the Act provide against the power being deemed to give notice of the trust in the case of

the transfer of stocks, shares and securities, but the Act does not give the same protection in the case under consideration. O.  
April 29.

[If the mortgagee-vendor executes under the power of attorney in question, it does not seem practicable to keep the trusts off the title; but since the trusts are not at present on the mortgage title the mortgagee is, as regards that title, not a trustee but an absolute owner, and it seems that he should give a separate power of attorney as absolute owner to deal with the mortgage. A power under the above Act should only be given when the trust is already on the title. Perhaps some correspondent will say whether this has been done in practice.—Ed. S.J.]

[We are obliged to hold over till next week the remaining part of the Digest of Workmen's Compensation Cases.]

## CASES OF LAST SITTINGS. House of Lords.

**O'GRADY v. WILMOT AND OTHERS.** 1st, 3rd, 4th and 7th February;  
13th April.

REVENUE—ESTATE DUTY—SETTLEMENT—TRUST FOR SALE—CONVERSION—GENERAL POWER OF APPOINTMENT OVER PROCEEDS—EXERCISE OF POWER BY WILL—RECONVERSION—DETERMINATION OF TRUST FOR SALE—“PROPERTY WHICH DOES NOT PASS TO THE EXECUTOR AS SUCH”—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 9 (1).

*By a marriage settlement land was conveyed to trustees upon trust for sale, and to hold the proceeds upon trust for such persons as the settlor should by deed or will appoint. The settlor exercised her power by her will, appointing the property, the bulk of which still remained unsold, to trustees on trust for sale, but not during her husband's life without his consent, and to pay the income to him for life, with remainders over.*

*Held (Lord Parmoor dissenting), that the property did not pass to the executors as such within the Finance Act, 1894, s. 9 (1), and was liable to bear the estate duty, but was liable to bear it as personally.*

*Per Lord Buckmaster, C.—Section 9, sub-section 1, of the Finance Act, 1894, deals with the actual transition of an estate, and the words “as such” are equivalent either to the phrase “quā executor” or “virtute officii,” and in neither of these capacities does personal property subject to an exercised power by will pass to the executor, if it passes at all.*

*Decision of the Court of Appeal (59 SOLICITORS' JOURNAL, 332; 1915, 1 CH. 613) reversed, and decision of Eve, J. (1915, 1 CH. 39) restored with a variation.*

*Re Hadley (1909, 1 CH. 20) overruled.*

Appeal by the executor, who was also the residuary legatee of the testatrix, from a decision of the Court of Appeal (reported 59 SOLICITORS' JOURNAL, 332). By a marriage settlement, dated 28th November, 1881, certain real estate was conveyed to trustees by Mary O'Grady upon trust for conversion, such conversion only to take place during her life at her request in writing; the property and the proceeds of sale to be held for the purposes and upon the trusts declared by another deed of even date. This deed directed that these trusts should be in favour of such persons as Mary O'Grady, whether covert or sole, by deed, will or codicil expressly referring to that power, should appoint, and in default of appointment to her for life and then to her husband for life, and after the death of the survivor upon certain trusts for the issue of the marriage. Part of the real estate was sold during the lifetime of Mary O'Grady, who duly made her will on 25th October, 1909, referred therein to the power of appointment, and in its exercise appointed that the trustees of the settlement should convey the real estate and all other property subject to the indentures of settlement to her husband and another, whom she appointed trustees. She then declared that these trustees were not during the lifetime of her husband, without his written consent, to sell and convert the property into money, and, subject to an annuity, they should pay the income to him for life, and after his death should hold the same on certain trusts for beneficiaries there named, who were now represented by the respondents to this appeal. The residue of her property she gave in these terms:—“I devise, bequeath and appoint all the residue of my estate and effects, whether real or personal, or over which I may have any power of appointment by will, and not otherwise disposed of, subject to the payment of my funeral and testamentary expenses and debts and legacies, unto my husband,” whom she appointed her sole executor. She died on the 12th January, 1910, and her will was proved by the appellant. The question was then raised as to how the duty was to be borne by the various beneficial interests. The Court of Appeal held that the settled real estate was at the death of the testatrix converted into personality and passed to the executor “as such,” and, therefore, that the estate duty in respect of it was not charged upon the real estate, but was payable out of the residuary personal estate. The executor appealed.

THE HOUSE, after consideration, allowed the appeal.

LORD BUCKMASTER, C., after stating the facts as above, said no suggestion was made that the appointed fund was needed for the payment of debts, nor was there any dispute but that the estate duty was payable upon the whole of the property—both that subject to the power of appointment and that of which the testatrix was absolutely possessed; but, if the property subject to the power passed to the executor of the testatrix as such, the duty was not chargeable on the appointed fund, and would be paid out of the assets received by the executor—in other words, out of his own property, he being the residuary legatee. If it did not so pass, it was, unless the will otherwise directed, charged on the appointed estate, and in that case the appellant would only bear the loss of income on the amount of the duty. If the property passed as real estate, it was conceded that it bore its own duty, and the appellant must succeed. Until, however, the general power conferred by the settlements was exercised, the property was converted in equity and must be regarded as personal estate. It was consequently only upon personal estate that the will could operate, and the fact that in the exercise of the power the testatrix expressed her intention that the original trust for sale should cease, and that the property should be treated until the happening of certain events as realty, could not effect a reconversion so as to make the exercise of the power take effect upon real instead of personal estate. There was nothing in the Act of Parliament which confined the fund available for payment of duty in respect of appointed personality to the appointed fund itself. The true function of section 9 of the Finance Act, 1894, was to apportion the burden as between the various items of property on which the whole duty was payable by freeing the property which passed to the executor as such and charging the property which did not. If it passed to the executor as such, his liability under section 6 and section 8 (3) was complete. If it did not, the beneficiaries or the executor, as the case might be, had to render an account; the executor, if the property was personal estate of which the deceased was competent to dispose, and if he had assets sufficient to pay, must pay; but whether he had assets or no, whether he accounted or other people, in any event the property was liable. Property which passed to the executor as such was not necessarily the same as property received by the executor as executor or which he might, but for his wilful default, have received. Section 9 (1) dealt with the actual transition of the estate, and the words “as such” were equivalent to the phrase “quā executor” or “virtute officii,” and in neither of these capacities did personal property subject to an exercised power by will pass to the executor, if it passed at all. It followed that the judgment of the Court of Appeal was wrong and that the judgment of Eve, J., was right in result, but wrong in proceeding upon the view that the property subject to the power of appointment was liable to duty as real estate. The appeal would be allowed, but, having regard to the previous uncertainty of the law and the great variety of judicial opinion, the right order as to costs was to make them payable out of the appointed property.

LORDS ATKINSON and SUMNER gave judgment to the like effect.

LORD PARMOOR (dissenting) was of opinion that the order appealed from was right. Appeal allowed. Order of Eve, J., restored with a variation. Costs of all parties to be payable out of the appointed property.—COUNSEL, for the appellant, *Maugham, K.C.*, and *A. J. Spencer*, for *E. H. L. Errington*, now serving with His Majesty's Forces; for the respondents, *Clayton, K.C.*, and *Bovill*. SOLICITORS, *Darley, Cumberland, & Co.*; *Gibson & Weldon*, for *F. W. Romney & Fraser, Malvern*.

[Reported by *ESKINE REID, Barrister-at-Law.*]

**CONSIDINE AND ANOTHER v. McINERNEY.** 6th March;  
11th April.

WORKMEN'S COMPENSATION—COMPENSATION—ATTENDANT IN CENTRAL (CRIMINAL) ASYLUM, IRELAND—INJURY BY ACCIDENT—RETIRED WITH A PENSION—WHETHER REGARD SHOULD BE HAD TO PENSION IN FIXING AMOUNT OF WEEKLY PAYMENTS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), ss. 1, 9, SCHEDULE 1 (3).

*The respondent, while employed as an attendant at a county asylum in Ireland, met with an accident that entitled him to claim compensation under the Workmen's Compensation Act, 1906. The accident rendered him permanently incapacitated from continuing his work at the asylum, and he was retired as unfit for further service, and was paid a gratuity and a pension under the Superannuation Act, 1906. The question of the amount of the weekly payments was referred to the recorder, who, in making his award, stated that he had regard to all the proved circumstances, including the fact that the applicant was receiving a pension from the asylum authorities, though he said he did not take into account the amount of the pension.*

*Held, the recorder was right in taking the pension into account in making his award.*

Appeal by the employers from an order of the Court of Appeal in Ireland setting aside an award and remitting the claim to the recorder, with a declaration that he ought not to have regard, in fixing the amount of the weekly payments to the applicant, to the fact that the applicant was in receipt of a pension. In December, 1913, the applicant, who was employed as an attendant at the Central Asylum, Dundrum, co. Dublin, received injury by accident arising out of, and in the course of, his employment, and was permanently incapacitated by it. He was thereupon retired as unfit for further service, and was paid £62 odd as a gratuity by the



asylum authorities, and was granted a superannuation allowance or pension of £21 15s. a year. In proceedings to recover compensation under the Act of 1906, the recorder, in making his award, had regard to the fact that the applicant was in receipt of a pension, but the Court of Appeal (Ireland) set the award aside, on the ground that the pension represented a payment out of money which the workman must be taken to have saved out of his earnings, and that, in disregarding the pension, the applicant would not be receiving "overlapping benefits" within the principle laid down in *McDermott v. SS. Tintoretto (Owners of)* (1911, A. C. 35).

THE HOUSE took time for consideration.

LORD BUCKMASTER, C., in giving judgment, said the case raised for determination a point under the Workmen's Compensation Act, 1906, at once novel and important. He stated the facts, and referred to section 9, which made the Act applicable to workmen employed by or under the Crown in any capacity other than that of naval or military service. The respondent accordingly upon his injury became entitled to compensation under the statute. In fixing the award at 9s. 6d. a week until further order the recorder stated that he had regard to all the proved circumstances, including the fact that the respondent had a pension from the asylum authorities, though he said that he did not take into account the amount of the pension. The respondent appealed from such an award to the Court of Appeal (in Ireland), who set the award aside, and remitted the matter to the recorder, upon the ground that the pension represented a payment out of money which the workman must be taken to have saved out of his earnings. From that judgment the present appeal was brought by the inspectors of the lunatic asylum, and its determination depended upon the meaning to be attached to clause 3 of Sched. 1, which enacts that, "in fixing the amount of the weekly payment regard shall be had to any payment, allowance, or benefit which the workman may receive from the employer during the period of his incapacity, and in the case of partial incapacity the weekly payment shall in no case exceed the difference between the amount of the average weekly earnings of the workman before the accident and the average weekly amount which he is earning or is able to earn in some suitable employment or business after the accident, but shall bear such relation to the amount of that difference as under the circumstances of the case may appear proper." There could be no doubt that the pension received by the respondent was within the scope of that wide and unqualified language; but the sense of the statute required the imposition of some restriction as that House declared in the case of *McDermott v. SS. Tintoretto* (1911, A. C. 35). It was there decided that debts owing from the master to the workman, and the payments which under the Merchant Shipping Act a shipowner was bound to discharge in favour of a seaman in his service, were not within the meaning of the words in the schedule. The respondent sought to impose a further limitation, and asserted that, to be included, the payment must be one voluntarily made by the employer and arising entirely out of his bounty or compassion. The pension and the payment granted by the asylum authorities were, he asserted, not payments of that description, but payments to which he was entitled, to which he had a right, although that right was not of a character that could be enforced by any legal proceedings. The conclusion his lordship came to was that the pension was a "payment, allowance or benefit" to which regard should be had within the provisions of the above paragraph, inasmuch as it came wholly out of the employers' pocket and was a payment in respect of the incapacity. The respondent had not served his full time, and this pension could not have been granted at the age when the respondent received it, but for the fact of his having become physically infirm, and that infirmity was due to his having been injured in the public service.

LORDS LOREBURN, ATKINSON and SHAW gave judgment to the same effect, and expressed the opinion that they thought the result would have been the same whether the employers were legally bound to grant the pension or not. Appeal allowed.—COUNSEL, for the appellants, O'Connor, S.-G. for Ireland, John M. Fitzgerald (of the Irish Bar), and Branson; for the respondent, E. A. Swayne (of the Irish Bar) and Thomas Scanlan. SOLICITORS, *The Treasury Solicitor*, for the *Treasury Solicitor* in Ireland; H. Z. Deane, for James R. Cresswell, Dublin.

[Reported by ESKINE REID, Barrister-at-Law.]

## Judicial Committee of the Privy Council.

"THE BELGIA." 2nd March; 7th April.

PRIZE LAW—OUTBREAK OF WAR—VESSEL SEIZED "AT SEA" OR "IN PORT"—HAGUE CONVENTION VI. (1907), ARTICLES 1 AND 2—CAPTURE—ENTERING PORT TO ESCAPE CAPTURE.

*Held, on the facts, that the German steamship Belgia was captured at sea and not in port on the outbreak of hostilities between Great Britain and Germany, and was not, therefore, protected from confiscation by Arts. 1 and 2 of the Sixth Hague Convention.*

Decision of Evans, P. (59 SOLICITORS' JOURNAL, 561), affirmed.

Appeal by the claimants from a decree of Sir Samuel Evans, P., sitting as Judge of the Prize Court (reported 59 SOLICITORS' JOURNAL, 561), pronouncing the steamer *Belgia* to have belonged at the time

of her seizure to enemies of the Crown, and to be liable to confiscation and condemnation as prize. The claimants submitted that the order was wrong, as in the circumstances they were entitled to the benefit of the First and Second Articles of the Sixth Convention of the Second Hague Peace Conference in 1907.

The appeal was heard before LORDS PARKER, SUMNER, PARMOOR, WRENBURY, and SIR ARTHUR CHANNELL.

On the hearing of the appeal counsel for the appellants was alone heard. The facts fully appear from the considered judgment of the COMMITTEE, which was delivered by

LORD PARMOOR, who said: The appellants are a German company, known as the Hamburg-America Line. The master of *The Belgia*, which was bound from Boston to Hamburg, received information at about 9 p.m. on 3rd August, 1914, when off the Scilly Isles, that war had broken out between Germany and France. The master decided to deviate from the voyage to Hamburg, and to go to the Bristol Channel, on the ground, as stated in his evidence, "because I was afraid of being captured by a French man-of-war." When off Trevose Head, a Newport pilot was taken on board. *The Belgia* arrived off Newport on the afternoon of 4th August, 1914, and, at about 5.50 p.m., proceeded as far as the Bell Buoy at the entrance to the River Usk. Among other places vessels are discharged at the port of Newport in the Alexandra Dock, which is approached by a dredged channel, at the entrance to which is the Bell Buoy. At this point *The Belgia* was stopped by the dock-master and ordered to anchor off the English and Welsh lightship, in a position alleged to be within the fiscal port of Newport. On the afternoon of 4th August war had not broken out between Germany and England, and Newport was not an enemy port to a German vessel. Articles 1 and 2 of the Sixth Convention only apply to merchant ships at the commencement of hostilities in an enemy port, or entering an enemy port while still ignorant that hostilities have broken out. Their lordships, therefore, cannot hold that, when the steamship *Belgia* reached Newport on the afternoon of 4th August the First and Second Articles of the Sixth Convention had any application. It was argued by Sir Robert Finlay that the dockmaster had no right to stop *The Belgia* at the Bell Buoy, but in the opinion of their lordships the dock-master was not exceeding the limits of his authority. There was no obligation to admit *The Belgia* to the Alexandra Dock, admission being a matter of courtesy and not of right. On the morning of 5th August, and after war had broken out between Germany and England, *The Belgia* was captured in the position described in paragraph 6 of the affidavit of the dockmaster as follows:—The position of *The Belgia* was then as follows: The English and Welsh light-vessel bearing about E.S.E.  $\frac{1}{4}$  of a mile, and the Spit lay about N.E. one mile. She was, therefore, 3 $\frac{1}{2}$  miles from the Somersetshire coast, and five miles from the Bell Buoy (marking the mouth of the River Usk). It is proved in evidence that the position in which *The Belgia* was anchored at the time of capture is in an open roadstead, and that no cargoes are ever discharged or unloaded at or near this position, and that the only places at Newport where cargoes are discharged or unloaded are in the docks or at wharves up the River Usk. In ordinary mercantile language, a merchant vessel in such a position would not be within the port of Newport. A port denotes a place to which merchant vessels are in the habit of going to load or discharge cargo, and not a place in an open roadstead at which no cargoes are ever discharged or unloaded. It was, however, argued on behalf of the appellants that the word "port" in Articles 1 and 2 of the Sixth Convention included not only a port in the ordinary mercantile sense, but a fiscal port, and that at the time of capture *The Belgia* was within the fiscal port of Newport. It is not necessary to determine whether *The Belgia* at the time of capture was, in fact, within the fiscal port of Newport, since, in the opinion of their lordships, Articles 1 and 2 of the Sixth Convention do not include vessels merely within a fiscal port. These articles are limited to merchant ships, and refer to commercial transactions, not to fiscal regulations. The word "port" is used not only in the collocation "enemy port," but of "a port of destination" and a "port of departure"—well-recognized terms in the language of commerce. To extend the benefit of Articles 1 and 2 of the Sixth Convention to vessels within a fiscal port would be not only to interpolate a word not used in the Articles, but to introduce a new test not relevant to their subject-matter and involving different considerations. That the scope of Articles 1 and 2 is commercial and not fiscal is further confirmed by the language of the preamble of the Convention. The parties to the Convention are not concerned with the fiscal regulations in any particular country, but anxious to ensure the security of international commerce against the surprises of war, and to protect, as far as possible, operations undertaken in good faith and in process of being carried out before the outbreak of hostilities. It is not necessary in this appeal to consider the questions which have arisen as to the conditions under which the provisions of Articles 1 and 2 of the Sixth Convention become applicable, since, assuming their applicability, the facts do not bring *The Belgia* within their benefit. In the opinion of their lordships, *The Belgia* was captured at sea, and is not entitled to the benefit of Articles 1 and 2. They will humbly advise His Majesty that the appeal should be dismissed with costs.—COUNSEL, for the appellants, Sir Robert Finlay, K.C., and Dumas; for the respondent (the Crown), Sir P. E. Smith, A.-G., Aspinall, K.C., and Dunlop. SOLICITORS, Pritchard & Sons; *The Treasury Solicitor*.

[Reported by ESKINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**R. BERNARD'S SETTLEMENT. BERNARD v. JONES.**

Neville, J. 30th March.

APPOINTMENT BY WILL UNDER POWER IN SETTLEMENT—PARTIAL REVOCATION BY CODICIL—INVALID NEW APPOINTMENT.

Where it was clear that the intention of a testatrix in making a partial revocation by a codicil of an appointment made by her will was really for the purpose of giving her daughter extra security, but the new appointment was void for a perpetuity.

Held, that the revocation preceding the new appointment was of no effect, and that the earlier appointment by the will held good.

This was a summons to determine whether a codicil, while void for a perpetuity as an exercise of a power, was valid as to the revocation, or whether the exercise of the power under the will held good. A marriage settlement gave to the husband and wife a joint power of appointment in favour of children by deed, and to the survivor by deed or will, with power of revocation. After the death of the husband the wife, by her will, revoked an appointment which had been made by the husband and wife jointly by deed, and appointed the funds amongst her daughters in equal shares. She gave a legacy of £1,100 out of her own estate to her daughter Margaret, and the residue on trust for her four unmarried daughters. By a codicil she expressed the desire that Margaret's legacy and share should not be paid to her direct, but should be settled, and she revoked the said appointment of the settled funds in so far (but no further) as it gave Margaret an absolute interest therein. She then proceeded by the codicil to direct and appoint that Margaret's share of the settled funds should be held by her trustees in trust to pay the income to special trustees, to be applied by them for the maintenance, support and benefit of Margaret as they, in their uncontrolled discretion, should think proper. There was a gift-over of all the funds so held to her unmarried daughters living at Margaret's death. Margaret and five other daughters survived the testatrix. The appointment was void because it offended the perpetuity rule, the testatrix being the last life in being at the date of the settlement. Accordingly the gift-over on Margaret's death might not vest within twenty-one years of the death of the testatrix.

NEVILLE, J.—This is a question of intention, and on the construction of the will and codicil the testatrix did not intend by the codicil wholly to revoke the share appointed by the will to the plaintiff, but only to ensure that it should be held on certain trusts for her benefit. As these trusts have failed, I hold that the original appointment to her under the will remains, and is good.—COUNSEL, Jenkins, K.C., and Dighton Pollock; Warwick Draper; Austen-Cartmell. SOLICITORS, Collyer-Bristow & Co.; Mead & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

## King's Bench Division.

**HEATH'S GARAGE (LIM.) AND ANOTHER v. HODGES.**

Avory and Lush, JJ. 18th, 19th, and 26th November.

HIGHWAY—NEGLECT—NUISANCE—SHEEP UNTENDED ON HIGHWAY—INADEQUATE FENCE—ACCIDENT TO VEHICLE—LIABILITY OF OWNER.

Some sheep, the property of the defendant, having escaped on to the highway from an adjoining field through a defective hedge, collided with and damaged the plaintiffs' car. In an action to recover damages.

Held, that even if the defendant was negligent, or had committed a nuisance, in allowing the sheep to stray on the highway, and assuming that he knew of the tendency of sheep to run into and endanger traffic, such a tendency not being "a vicious or mischievous habit or propensity" within the meaning of *Cox v. Burbidge* (1863, 13 C. B. N. S. 430), the accident was not the natural consequence of the sheep being on the highway, and the defendant was not liable.

Appeal from the Warwickshire County Court. The plaintiffs' motor-car was being driven along a highway in daylight at a reasonable speed, when the driver saw in front of him on the road a flock of sheep, numbering about twenty, untended. The driver slowed down, when two of the sheep which were behind the others suddenly jumped from the bank on the near side, and one of them ran in front of the car, colliding with the steering apparatus. The driver lost control of the car, which was overturned and considerably damaged. The sheep were the property of the defendant, and he was subsequently prosecuted and fined under section 25 of the Highway Act, 1864, for allowing them to stray on the highway. The plaintiffs sued the defendant for damages caused by his negligence in allowing the sheep to stray untended. The county court judge held that the defendant was guilty of negligence in allowing the sheep to stray from a field, which was inadequately fenced, adjoining the highway, and he found as a fact, if it was a question of fact, that it was the natural tendency of sheep which are untended to run across or otherwise endanger vehicles on the road, and that it was a matter of common knowledge that sheep, finding themselves separated from the bulk of the flock, had almost a mania for rejoining it regardless of intervening traffic. If it was a question of law, he said he would come to the same conclusion. He further held that the owner or occupier of land adjoining a highway was under a duty to maintain an adequate fence to keep his animals from straying, and that the defendant had committed a breach of this duty in allowing his fence to become defective, as a natural consequence of which his sheep escaped on to the highway and caused danger to the traffic

thereon, and that as a natural consequence of such escape the accident was caused to the plaintiff's car and particular damage caused to him thereby, and he gave judgment for the plaintiffs. The defendant appealed. It was contended for the defendant that he did not owe any duty to the plaintiffs to maintain an adequate hedge, and, even if he owed such a duty, there was no evidence of any breach of that duty, or of any negligence on his part, as there was no evidence that he knew of the defects in the hedge. Further, even if there had been such evidence, he would not have been liable, as the accident was not the natural consequence of the sheep being on the highway, such as the defendant ought to have anticipated. For the plaintiffs it was contended that it was a neglect of duty on the defendant's part not to prevent his sheep from straying on the highway, and that the county court judge was right in holding that the accident was the natural consequence of his neglect. *Cox v. Burbidge* (1863, 13 C. B. N. S. 430); *Hadwell v. Righton* (1907, 2 K. B. 345); *Jones v. Lee* (1911, 106 L. T. Rep. 123); *Ellis v. Banyard* (1911, 106 L. T. Rep. 56); and *Higgins v. Searle* (1909, 100 L. T. Rep. 280) were referred to.

AVORY, J., in giving judgment allowing the appeal, said: The county court judge found that the defendant was the owner of the sheep, and he gave judgment for the plaintiffs on the ground that the defendant was guilty of negligence in allowing the sheep to stray through an insufficient fence on to the highway, or on the ground that this misconduct amounted to a nuisance on the highway in that it caused obstruction or inconvenience from which the plaintiffs had suffered particular damage; and he held that the accident was the natural consequence of such negligence or nuisance. Assuming that there was evidence that the defendant was the owner of the particular sheep that came into collision with the motor-car, and that there was evidence of negligence on his part or of a nuisance in allowing the sheep to stray on the highway, his Lordship was unable to agree with the reasoning of the county court judge by which he arrived at the conclusion that such negligence or nuisance was the proximate or effective cause of the damage, or that such damage was the natural consequence of such negligence or nuisance. The county court judge appeared also to have been influenced by the contention that the defendant was liable on the ground that, by allowing the sheep to stray, he had committed a breach of statutory duty under section 25 of the Highway Act, 1864, for which he had been fined. It was admitted, however, that in view of the previous decisions the point was not open to the plaintiffs in this court. The principle applicable to this case was the one laid down in *Cox v. Burbidge* (*supra*) and adopted in *Hadwell v. Righton* (*supra*), *Bradley v. Wallaces* (1913, 3 K. B. 629), and the other cases cited. In *Cox v. Burbidge* (*supra*), where the declaration was for negligence in allowing a horse to stray upon the highway, Erle, C.J., said, at p. 436: "Even if there was any negligence on the part of the owner of the horse, I do not see how that is at all connected with the damage of which the plaintiff complains"; and Willes, J., at p. 439, laid down the principle applicable to such cases, namely, "as to animals which are not naturally of a mischievous disposition the owner is not responsible for injuries of a personal nature done by them unless they are shown to have acquired some vicious or mischievous habit or propensity, and the owner is shown to be aware of the fact." There was no question that sheep were within the category of animals *mansueti nature*, but the county court judge had found as a fact that it was the natural tendency of sheep which were untended to run across or otherwise endanger vehicles on the road, and that it was a matter of common knowledge that sheep separated from a flock had almost a mania for rejoining it regardless of traffic. Assuming that the county court judge was to be taken as finding that the defendant knew of these tendencies, they were not, in his lordship's opinion, "a vicious or mischievous propensity" within the meaning of the decided cases. He could not therefore agree with the county court judge that the accident was the natural consequence of the sheep being on the highway. It was not sufficient to say that it was to be expected if sheep got on to a road they would very likely endanger the traffic. If everybody knew this, the driver of a vehicle knew it, and if he saw sheep on a road, whether tended or untended, he must take care to avoid the danger. Therefore, whether the case was put on the ground of negligence or nuisance, or breach of a statutory duty, the accident was caused either by the default of the driver of the car to avoid the sheep or by an intervening act of the sheep which the defendant as a reasonable man would not have anticipated. The case was governed by *Cox v. Burbidge* (*supra*), and there was no evidence of a vicious or mischievous propensity on the part of the sheep to upset motor-cars, or of the knowledge of the defendant of any such propensity so as to bring the case within the principle there laid down. Judgment ought therefore to be entered for the defendant.

LEUSH, J., delivered judgment to the same effect. Appeal allowed.—COUNSEL, H. H. Joy, for the defendant; J. B. Matthews, K.C., and A. S. Ward, for the plaintiffs. SOLICITORS, for the defendant, Griffith & Gardiner, for Maddocks, Ogden, & Co., Coventry; for the plaintiffs, Clifford, Turner, & Hopton, for W. J. Rubnett, Birmingham.

[Reported by L. H. BARNES, Barrister-at-Law.]

Mr. Justice Shearman on Wednesday conducted a poor persons' divorce suit himself in the absence of counsel who had undertaken to conduct it. The learned judge said that counsel had no right to undertake these poor persons' cases unless they were prepared to take the trouble to be present and conduct them; and he wished it to be clearly understood that in future he would bring the matter before the authorities if counsel failed to appear.



## New Orders, &c.

### Military Service.

The following is the text of the new Military Service Bill, which is entitled "A Bill to make further provision with respect to Military Service during the present War":—

Be it enacted, &c. :—

#### 1. *Extension and continued operation of Military Service Act, 1916.*

—(1) Every male British subject who has at any time since the fourteenth day of August, nineteen hundred and fifteen been, or for the time being is, ordinarily resident in Great Britain, and who has attained the age of eighteen years, and has not attained the age of forty-one years, shall, unless he either is for the time being within the exceptions set out in the First Schedule to the Military Service Act, 1916 (5 & 6 Geo. 5, c. 104) (in this Act referred to as the principal Act), as amended by this Act, or any subsequent enactment, or has attained the age of forty-one years before the appointed date, be deemed as from the appointed date to have been duly enlisted in His Majesty's regular forces for general service with the colours or in the reserve for the period of the war, and to have been forthwith transferred to the reserve.

The appointed date shall, as respects men who come within the operation of this section on the passing of this Act, be the thirtieth day after the date of the passing of this Act, and, as respects men who come within the operation of this section after the passing of this Act, be the thirtieth day after the date on which they so come within the operation of this section.

(2) The principal Act shall be construed as if the foregoing provisions of this section were substituted for sub-section (1) of section one of that Act, without prejudice, however, to the operation of that subsection as respects men to whom it applied.

(3) Subsection (4) of section one of the principal Act is hereby repealed.

2. *Prolongation of expiring terms of service.*—During the continuance of the present war, sub-section (1) of section eighty-seven of the Army Act [44 & 45 Vict. c. 58], and subsection (5) of section nine of the Territorial and Reserve Forces Act, 1907 [7 Edw. 7, c. 9], (which relate to prolongation of service in certain cases), shall have effect as if after the words "not exceeding twelve months" where they occur in those subsections respectively there were inserted the words "or in the case of the present war not exceeding the duration of the war."

3. *Modification of exceptions from service.*—(1) Paragraph five of the First Schedule to the principal Act shall cease to have effect so far as it relates to men who have been discharged from the naval or military service of the Crown on the termination of their period of service.

(2) Paragraph six of the First Schedule to the principal Act shall, on the first day of August, nineteen hundred and sixteen, cease to apply to a man who has offered himself for enlistment and been rejected since the fourteenth day of August, nineteen hundred and fifteen, unless the Army Council are satisfied that he need not again present himself for medical examination, and send him notice to that effect.

(3) Subsection (5) of section two of the principal Act shall have effect as if the words "before the appointed date" were omitted therefrom.

4. *Provisions as to certificates of exemption.*—(1) Where a decision of a local tribunal has been varied on appeal to the appeal tribunal, any certificate of exemption granted in pursuance thereof shall be reviewed or renewed only by the appeal tribunal on an application made direct to that tribunal, and the provisions of the principal Act as to the review or renewal of certificates of exemption shall apply accordingly.

(2) A certificate of exemption may be granted under the principal Act subject to the condition that the certificate shall not be renewable except on an application made with the leave of the tribunal, and unless leave is so given, the provisions of the principal Act as to the renewal of certificates shall not apply to a certificate granted subject to such a condition.

The decision of the tribunal granting or refusing leave under this provision shall be final.

5. *Amendment of s. 3 (3) of the principal Act.*—Subsection (3) of section three of the principal Act shall be construed as if "two weeks" were substituted for "two months," and as if the words "unless in the meantime the man has made an application for a renewal of his certificate" were substituted for the words "unless in the meantime the man has obtained a renewal of his certificate."

6. *Proof of offences in connexion with deserters and absentees.*—During the continuance of the present war section one hundred and fifty-three of the Army Act and section seventeen of the Reserve Forces Act, 1882 [45 & 46 Vict. c. 48] (which relate to offences in connexion with deserters and absentees), shall have effect as though the following provision were inserted at the end of each of those sections:—

"For the purposes of this section a person shall be deemed to have knowledge unless he proves that he had not knowledge and had taken all reasonable steps to obtain the necessary information."

7. *Duty to produce certificate of exemption or to give particulars.*—Every man who holds a certificate of exemption granted under the

principal Act shall, if required by a constable or by any person who has authority for the purpose from the Army Council, produce his certificate or give particulars as to the authority by which the certificate was granted and the grounds on which it was granted.

If any man fails to comply with this provision or gives particulars which are false in any material respect, he shall in respect of each offence be liable on summary conviction to a fine not exceeding twenty pounds or to imprisonment for a term not exceeding three months.

8. *Provision as to notices, &c.*—Notices served for the purposes of the principal Act or this Act shall not be deemed to be invalid on the ground only that they were served before the Act came into operation or before the man in respect of whom they are served became a member of the reserve.

9. *Transfer to reserve under special circumstances.*—The Army Council may make arrangements, to take effect during the continuance of the present war, for the transfer to the reserve of any member of the regular forces or for the temporary demobilization of any member of the territorial force, notwithstanding anything in any Act or in the terms of his enlistment, in cases where the transfer or demobilization appears expedient in the general interests of the country and the Army Council are satisfied that it can be effected under conditions which will render the man transferred or demobilized immediately available for service in the case of military necessity.

10. *Amendment of the Army (Transfers) Act, 1915.*—The first proviso to section one of the Army (Transfers) Act, 1915 [5 & 6 Geo. 5, c. 43] (which provides for the maintenance of the rate of pay of a soldier transferred to a corps not of the same arm or branch of the service as the corps in which he was serving), shall not have effect except in cases in which the Army Council direct that that proviso shall apply.

11. *Transfer of officers and men of the territorial force.*—(1) During the present war, notwithstanding anything in section seven of the Territorial and Reserve Forces Act, 1907 [7 Edw. 7, c. 9], the orders and regulations for the government and discipline of the territorial force made under that section—

(a) may authorize a man of the territorial force when belonging to one corps to be transferred without his consent to another corps, and may authorize a man of the territorial force to be posted without his consent to a battalion or other body of the regular forces included in the corps to which he belongs or is transferred; and

(b) in the case of an officer or man in the territorial force who is liable to service outside the United Kingdom may, for the purposes of such service, and notwithstanding anything in any instrument defining the conditions of such service, authorize the drafting of any such officer or man to any unit of the territorial force within the corps to which he belongs or to which he may be transferred;

and those orders and regulations may also provide for the maintenance of the rate of pay of a man who is transferred without his consent to a different arm or branch of the service in cases in which it appears desirable to the Army Council that the rate of pay should be so maintained.

(2) This section shall affect officers or men of the territorial force notwithstanding that they were commissioned, enlisted, or re-engaged before the date of any order or regulation under this section.

12. *Power to form corps for more than one county.*—During the continuance of the present war section nine of the Territorial and Reserve Forces Act, 1907 [7 Edw. 7, c. 9], shall be construed as authorizing corps to be formed for more than one county.

13. *Provision as to liability of territorials to serve outside the United Kingdom.*—Where an officer or man of the territorial force has, before or after the passing of this Act, accepted liability to serve in any place out of the United Kingdom, that liability shall continue, notwithstanding anything in the conditions of service, during the continuance of the present war, unless the competent military authority as defined for the purposes of Part II. of the Army Act otherwise direct.

14. *Short title.*—This Act may be cited as the Military Service Act, 1916 (Session 2), and the principal Act and this Act may be cited together as the Military Service Acts, 1916, and the Territorial and Reserve Forces Act, 1907 [7 Edw. 7, c. 9], and this Act (so far as they relate to the territorial force) may be cited together as the Territorial Force Acts, 1907 and 1916.

## War Orders and Proclamations.

The London Gazette of 28th April contains the following:—

1. A Proclamation dated 26th April (printed below), suspending in Ireland the right of civil trial under the Defence of the Realm Acts.

2. A Proclamation, dated 26th April (printed below), amending the Trading with the Enemy (Statutory List) Proclamation, 1916 (printed ante, p. 324).

3. A Proclamation dated 26th April, prohibiting the exportation of all articles to Liberia except to approved consignees. A list of such consignees is also published.

4. An Order in Council dated 26th April (printed below), making an alteration in Regulation 58A of the Defence of the Realm (Consolidation) Regulations, 1914.

5. An Order in Council, dated 26th April, extending to the Isle of

Man, subject to certain adaptations, the Regulations of December, 1915, and February and March, 1916, amending the Defence of the Realm (Consolidation) Regulations, 1914.

6. A Foreign Office Notice, dated 28th April, making a correction in the list published as a supplement to the *London Gazette* of 28th March, 1916, of persons to whom articles to be exported to China may be consigned.

7. A Notice that an Order has been made by the Board of Trade, under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up, bringing the total to 124.

8. An Order of the Central Control Board (Liquor Traffic), dated 27th April, for the Welsh area. The material parts are printed below.

9. Admiralty Notices to Mariners:—

(1) Dated 22nd April (No. 439 of the year 1916, cancelling No. 350 of 1916), relating to the English Channel, North Sea, and Rivers Thames and Medway.

This Notice is a repetition of Notice No. 350 of 1916, with amendments to Section II., sub-section 1.

(2) Dated 26th April (No. 440 of the year 1916, cancelling No. 223 of 1916), relating to England, South Coast.

This Notice contains in paragraph 14 a list of areas on the South Coast within which pleasure craft with permits may move during daylight, and they are forbidden to move in any other areas.

The Port of Newhaven is closed to all merchant vessels other than those employed on Government Service, and those which have previously obtained special permission to enter from the Divisional Naval Transport Officer, Newhaven.

The Notice is a repetition of Notice No. 223 of 1916, with amendments to sub-section I., of section (1).

(3) Dated 27th April (No. 455 of the year 1916, cancelling No. 390 of 1916 and No. 439 of 1916), relating to the English Channel, North Sea, and Rivers Thames and Medway.

The Regulations include regulations for the cruising of yachts and pleasure craft in the Thames estuary and River Medway, and in the Colne, Blackwater, Crouch and Roach rivers.

This Notice is a repetition of Notice No. 439 of 1916, with amendments to Section II., and embodies the information contained in Notice No. 390 of 1916.

The *London Gazette* of 2nd May contains the following:—

10. An Order in Council, dated 2nd May, making alterations in the "Statutory List" (see *ante*, p. 420) by additions in Argentina (three), Brazil (three), Chile (fourteen), Netherland East Indies (three), Norway (nineteen), Philippine Islands (two), Portuguese East Africa (two), Spain (twenty), and Sweden (three); and by removals in Ecuador (one), Netherland East Indies (one), Persia (four), Portugal (one), and Portuguese East Africa (three). The list has the following note:—

The List for each country is sent by telegraph to His Majesty's Representative in that country, who will notify British Consular Officers, to whom persons abroad may apply for information as to names on the List.

The Foreign Trade Department is prepared on application to inquire of His Majesty's Representatives abroad for the names of substitutes for any firm on the Statutory List. When the applicant wishes this done by telegraph he must undertake to pay the cost of the telegraphic correspondence.

11. A Foreign Office Notice, dated 2nd May, making additions or corrections to the lists published as a supplement to the *London Gazette* of 28th March, 1916, of persons to whom articles to be exported to China and Siam may be consigned.

12. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring two more businesses to be wound up, bringing the total to 126.

### A Proclamation

FOR SUSPENDING IN IRELAND THE OPERATION OF SECTION ONE OF THE DEFENCE OF THE REALM (AMENDMENT) ACT, 1915 (RIGHT OF BRITISH SUBJECT CHARGED WITH OFFENCE TO BE TRIED BY CIVIL COURT).

Whereas by sub-section (7) of section one of the Defence of the Realm (Amendment) Act, 1915, it is enacted that in the event of invasion or other special military emergency arising out of the present War, We may, by Proclamation, forthwith suspend the operation of the said section, either generally or as respects any area specified therein:

And whereas the present state of affairs in Ireland is such as to constitute such a special military emergency as aforesaid:

Now, therefore, We, in pursuance of the powers so conferred on Us, do hereby order that the operation of the said section be suspended in Ireland until We see fit to revoke this Our Proclamation,  
26th April.

### A Proclamation

AMENDING THE TRADING WITH THE ENEMY (NEUTRAL COUNTRIES) PROCLAMATION, 1916.

Whereas it is desirable to amend Our Proclamation of the twenty-ninth day of February, 1916, called the Trading with the Enemy (Neutral Countries) Proclamation, 1916:

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation declaring, and it is hereby declared, as follows:—

1. Paragraph 4 (a) of the Trading with the Enemy (Neutral Countries) Proclamation is hereby revoked, and in lieu thereof the following paragraph shall, as from the date hereof, be inserted in the said Proclamation:—

"4. (a) Any person or body of persons, incorporated or unincorporated, resident, carrying on business, or being in the United Kingdom, who is engaged in any non-enemy country in the business of Insurance from carrying on in that country such business (other than the business of Marine Insurance or of the Insurance against fire or any risk of goods or merchandise during transit from shipper's or manufacturer's warehouse until deposited in warehouse on the termination of the transit, if any part of the transit is by sea), with or through the agency of any of the persons or bodies of persons mentioned in the Statutory List."

2. The said Proclamation of the twenty-ninth day of February, 1916, shall be called "The Trading with the Enemy (Statutory List) Proclamation, 1916."

3. This Proclamation shall be called "The Trading with the Enemy (Statutory List) Proclamation, 1916, No. 2," and shall be read as one with the Trading with the Enemy (Statutory List) Proclamation, 1915, and that Proclamation and this Proclamation may be cited together as the Trading with the Enemy (Statutory List) Proclamations, 1916.

26th April.

### Defence of the Realm Regulations.

#### ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered, that the following amendment be made in the Defence of the Realm (Consolidation) Regulations, 1914, namely—In Regulation 58A, the word "minor" shall be omitted,  
26th April.

### Defence of the Realm (Liquor Control).

ORDER OF THE CENTRAL CONTROL BOARD (LIQUOR TRAFFIC) FOR THE WELSH AREA.

Any person contravening any provision of this Order or of the Liquor Control Regulations is liable to imprisonment for six months with hard labour and a fine of £100.

We the Central Control Board (Liquor Traffic) in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm hereby make the following Order:—

#### Limits of Area.

1. The area to which this Order applies is the Welsh Area, being the area comprising the Principality of Wales, the County of Monmouth and the County Borough of Newport.

#### Hours During which Intoxicating Liquor May be Sold.

##### A.—For Consumption ON the Premises.

2. (1) The days and hours on and during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption on the premises shall be restricted and be as follows:—

##### On Weekdays:

The hours between 12 noon and 2.30 p.m. and between 6 p.m. and 9 p.m.

Except on the days and between the hours aforesaid no person shall—

(a) Either by himself or by any servant or agent sell or supply to any person in any licensed premises or club any intoxicating liquor to be consumed on the premises; or

(b) Consume in any such premises or club any intoxicating liquor; or

(c) Permit any person to consume in any such premises or club any intoxicating liquor.

##### B.—For Consumption OFF the Premises.

(2) The days and hours on and during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption off the premises shall be restricted and be as follows:—

##### On Weekdays:

The hours between 12 noon and 2.30 p.m. and between 6 p.m. and 8 p.m.

Except on the days and between the hours aforesaid no person shall—

(a) Either by himself or by any servant or agent sell or supply to any person in any licensed premises or club or (except as herein-after is expressly provided) dispatch therefrom any intoxicating liquor to be consumed off the premises; or

(b) Take from any such premises or club any intoxicating liquor; or

(c) Permit any person to take from any such premises or club any intoxicating liquor.



[There are additional restrictions as to spirits and regulations prohibiting treating, credit and the long pull.]

12.

(a) This Order shall be substituted for the Orders of the Central Control Board (Liquor Traffic) made respectively on the 7th day of August, 1915, for the areas of Newport, Barry and Cardiff, and on the 11th day of November, 1915, for the Pembroke Area, which said Orders are hereby revoked.

(b) The Order of the Central Control Board (Liquor Traffic) made on the 5th day of February, 1916, for the Lancashire and Cheshire Area, as amended by a General Order of the Board made on the 20th day of March, 1916, shall, in so far as the said Order affects any part of the County of Flint, be re-enacted by this Order and remain in full force.

## Service in Proceedings against Alien Enemies in Germany and Austro-Hungary.

As the Imperial Governments of Germany and Austro-Hungary have refused to serve and have returned notices of writs forwarded by the United States Embassies, recourse must be had, if it is desired to effect service, to the ordinary practice applicable to substituted service. Subject to the discretion of the Court or judge, proof of inability to effect personal service will be satisfied if the affidavit states that the proposed defendant is resident in either of those countries, as the case may be.

Nothing in this notice refers in any way to any proceedings under the Legal Proceedings against Enemies Act, 1915.

Dated the 18th day of April, 1916.

READING, C.J.

## Commonwealth of Australia.

72, Victoria-street, Westminster,  
London, S.W.

The High Commissioner for Australia has received advice, by cable, to the effect that dividends on account of shares in companies incorporated in Australia are not now payable to naturalised persons of enemy origin unless exemption has been granted.

Pending the result of applications for exemption dividends will, therefore, be withheld from such persons, but arrangements have been made whereby from time to time the result of such applications from persons in England will be advised by cable.

## Goods for Archangel.

The Board of Trade are informed that with a view to utilizing to the fullest possible extent the resources of Archangel and White Sea ports for the successful prosecution of the war, the Russian Government have decided to prohibit, except under special permission, the entry into those ports of all cargoes not destined for purposes of national defence.

Manufacturers, merchants, and others are accordingly invited to transmit to the secretary of the Commission Internationale de Ravitaillement, India House, Kingway, W.C., particulars of all goods (including goods the export of which is not prohibited) which they desire to ship to Archangel during the coming season, giving in the following order:—Nature of goods, quantity, approximate weight and measurements, names of consignors and consignees, approximate value, month or months of shipment.

In the case of prohibited goods for the export of which sanction has been obtained the following particulars should be given:—(1) Number of the relative Commission Internationale de Ravitaillement permit, or (2) number of the War Trade Department licence.

It must be clearly understood that the supply of the above-mentioned particulars is in no sense a guarantee that shipment will be permitted. Envelopes should be marked "Archangel."

## National Insurance Act, 1911.

(1 & 2 Geo. V., CH. 55.)

Notice is hereby given under the Rules Publication Act, 1893, that it is proposed by the Insurance Commissioners (England), after the expiration of at least forty days from this date, in pursuance of the powers conferred upon them by sections 59 (4) and 65 of the National Insurance Act, 1911, to make new regulations as to the proceedings of Insurance Committees, and by such regulations to revoke the National Health Insurance (Insurance Committee) Regulations (England), 1912.

Copies of the draft regulations can be purchased, either directly or through any bookseller, from Messrs. Wyman and Sons, Ltd., 29, Breems Buildings, Fetter Lane, London, E.C.

Dated this 28th day of April, 1916.

National Health Insurance Commission (England),  
Buckingham Gate, London, S.W.

## Emergency Statute.

[6 Geo. 5.]

Chapter 6.

### WAR RISKS (INSURANCE BY TRUSTEES) ACT, 1916.

An Act to facilitate the Insurance against War Risks of Property subject to Trusts.

[19th April, 1916.]

Be it enacted, &c. :—

1. *Power of trustees to insure property against war risks.*—The power of a trustee to insure against loss or damage by fire under section eighteen of the Trustee Act, 1893 [56 & 57 Vict. c. 53], shall, during the continuance of the present war, include, and shall be deemed as from the fourth day of August, nineteen hundred and fourteen, to have included, a power to insure against war risks up to the full value of the building or property insured; and that section shall apply with the necessary modification of the limit on the amount to be insured.

In this Act the expression "war risks" means loss or damage attributable to hostile aircraft or to bombardment or to any operations of war or defence, whether executed by or against the enemy.

2. *Short title.*—This Act may be cited as the War Risks (Insurance by Trustees) Act, 1916.

## Companies.

### Alliance Assurance Co.

#### ANNUAL COURT.

The annual general court of the Alliance Assurance Co. was held on Wednesday, at the head offices, Bartholomew-lane, the chairman, the Hon. N. Charles Rothschild, presiding.

Mr. O. MORGAN OWEN (general manager) having read the notice convening the meeting,

The CHAIRMAN said this was the first time he had had the privilege and honour of laying before the shareholders some remarks in connection with the work of the company during a year of its operations. The shareholders would, he trusted, realise how much he appreciated the honour of following his late father in the position which he occupied for so many years. It was with deep regret that he had to refer to the death, since the last general court, of two directors, Mr. Percival Bosanquet and Sir Charles Rivers Wilson, both of whom had rendered valuable services to the company for many years. He had also to report that, much to the regret of his colleagues, the Duke of Devonshire, on accepting office in the Government as Civil Lord of the Admiralty, had felt it incumbent upon him to relinquish his seat on the board. The accounts naturally, like everything else, had been affected by the war, but the directors much hoped that the results which had been achieved might, on the whole, be satisfactory to the shareholders. Following the course which was usually adopted at the annual meeting, he would discuss each department separately. The life department, as regarded new business, showed a reduction, a fact which had been foreshadowed in the speech from the chair at the last annual general meeting. With so much of the manhood of the country away, it was not surprising that the volume of new life policies issued was less than in recent years. Life assurance also depended so largely on the activity of the staff of the life department, which was now much reduced, that a second cause could be mentioned which had produced the effect he had just cited. As regarded claims, it might possibly interest the shareholders to know that the amount due to the war on Alliance account was in 1914 £59,545, and in 1915 £102,700. With regard to the valuation of the Imperial Life Fund, he did not think there was anything to add to what was stated in the report. As the valuation was made as at 31st January of this year, the figures did not come into the accounts of the year under review, but if the results were not given until the report of 1916 was issued, this would be somewhat belated. The prominent feature about these figures was the unavoidable depreciation. The shareholders must, he thought, be pleased with the results in the fire department. The loss ratio was even smaller than that of last year. There was a slight reduction in the income from premiums, which might possibly be further reduced in this year owing to the effects of the war. The fire department—and he might incidentally remark the officials of other departments also—had been much occupied with the agency the company undertook for the Government in connection with the insurance against aircraft and bombardment. The several sections of the accident department continued their somewhat uneventful, though profitable, course. In no department was the effect of the war more marked than in the marine department. The income and claims both showed large increases, but the amount carried to profit and loss was both proportionately and actually less than in the preceding year. The shareholders must bear in mind that this result was arrived at after making a reserve for unexpired risks of 40 per cent. of the premium income for the year, in accordance with the board's usual practice. There were two items in the profit and loss account which should be carefully scrutinised. The first was the large amount of property and income-tax. These amounts were beyond the control of the directors. The second item was the reserve for possible contingencies arising out of the war. The directors had considered it prudent to make this, although it might

not be required wholly or in part. The Alliance, like other financial institutions, had endeavoured to take their share in solving the problem connected with the American exchange by selling a large amount of their dollar securities either in the market or to the Treasury. Including transactions which had been completed during 1916, more than two millions sterling worth of bonds had been disposed of, the proceeds being invested in British Government securities, of which the company now held more than three millions sterling. Of the 754 officials of the company who were of military age, 445 had joined His Majesty's forces and 235 had attested. He much regretted to add that fifteen members of the company's staff had, since the outbreak of the war, lost their lives in the service of the country. He felt that he could not close without referring to the absence of the general manager, an absence which they all deplored. He was, however, glad to be able to tell the shareholders and Mr. Lewis's many friends that he was better, and that throughout his illness he had constantly kept his finger on the pulse of the Alliance. The board hoped that Mr. Lewis would shortly be entirely restored to his customary health and vigour. He concluded by moving the adoption of the report and accounts.

Col. FRANCIS C. LUCAS seconded the motion, which was unanimously agreed to.

The CHAIRMAN said the nineteenth quinquennial valuation of the Imperial Life Assurance fund had been made as at 31st January last. Excluding a sum of £9,370, paid for interim bonuses during the quinquennium, there was a surplus of £96,666, which the board had resolved to appropriate as follows:—To the participating policies entitled to share in the profits a further sum of £67,496; to shareholders' account, £15,000, and to carry forward the balance of £14,170.

He declared a dividend of 12s. per share, less income-tax.

On the motion of Col. LUCAS, seconded by Mr. T. H. BURROUGHS, the retiring directors—Mr. C. Shirreff Hilton, Mr. W. Douro Hoare, the Hon. N. Charles Rothschild, and Sir Samuel Marcus, Bart.—were re-elected.

On the motion of Mr. Deputy MILLAR WILKINSON, seconded by Mr. COCKRAM, Mr. C. L. Nichols, F.C.A., was re-elected auditor.

Mr. WILLIAM HUNTER moved, and Mr. W. T. COLES seconded, a vote of thanks to the directors and staff, and the CHAIRMAN briefly responded.

### The Solicitors' Law Stationery Society (Limited)

The twenty-seventh annual general meeting of the Solicitors' Law Stationery Society (Limited) was held at the head offices of the society on 1st May, Mr. W. Arthur Sharpe in the chair.

The directors' report stated that the sales amounted to £64,716, against £74,644 in 1914, and the net profit to £3,508, against £6,582 in 1914—a decrease of £3,074. The directors recommended a dividend at the rate of 8 per cent., a bonus to customers, and a distribution under the profit-sharing scheme amongst the staff, in accordance with the articles of association, and that the balance of profit (£3,028) be carried forward.

The chairman, before moving the adoption of the report, referred to the death of Mr. F. C. Adams and of a member of the staff at the front, mentioning that two others were reported as missing.

In dealing with the figures of last year, he stated that at the last annual meeting he indicated that the good result in 1914 was due to the good trading before the war began, and that a falling off in profit might be expected during last year.

Owing to the number of solicitors who had joined the Army and the depression in business owing to the war, the turnover had fallen off by nearly £10,000, and this accounted largely for the diminution of profit, though other causes had helped, such as the large increase in the cost of all materials in which the society dealt. The directors had thought it inadvisable to pay an interim dividend in October last as usual, as they wanted to be on the safe side. He pointed out that through the reduction of dividend from 10 to 8 per cent. the bonus to customers and staff would be at a lower rate than was paid for the last few years; the directors, however, felt sure that both these classes

would value these payments, though smaller than usual, at such a time of stress as this. The difficulty of carrying on the business with a depleted staff was considerable, and he asked shareholders and customers to give as much time as possible for the execution of orders.

The report and accounts were adopted, and the retiring directors, Messrs. Robert Chancellor Nesbitt and Edward Arthur Bonnor-Maurice, were re-elected.

### Northern Assurance Co. (Limited).

The annual meeting of the company was held at Aberdeen on Wednesday last. The report showed that in the fire department there was an increase in premiums of £3,491 for the year 1915. The losses amounted to 51.4 per cent. of the premiums. The expenses of management came to 37.8 per cent. of the premiums. In the life department 838 policies were issued for new assurances, amounting in the aggregate to the sum of £304,018. The whole funds of the life department now amount to £4,970,544. The total amount to be distributed amongst the shareholders for the year 1915 is £117,000, being a dividend of 7s. per share (less income tax), plus a bonus of 2s. per share (less income tax).

### Royal Exchange Assurance.

The annual general court was held at the head office in the Royal Exchange on Wednesday last. The directors report the balance of the profit and loss account amounts to £522,256, yielding a dividend for the year of 11 per cent. (less income tax).

## Legal News.

### General.

The Old Bailey calendar for the May Sessions, which opened on Tuesday, was one of the shortest recorded, the list up to the end of last week comprising only about thirty cases. There was no murder charge, and only one charge of wounding with intent to murder.

Private Eric Barry Wilfred Chappelow (25), of Barnes, a conscientious objector, who had refused to wear the uniform of a soldier, was paraded yesterday in the presence of the troops at Kingston Barracks, and the sentence of six months' imprisonment passed upon him by the district court-martial was read out.

The "night charges" at the London police courts on Easter Saturday indicated considerably less drunkenness than was the case a year ago. At the West London Court there were only eighteen charges, against fifty a year ago. Of these only fifteen were for drunkenness, compared with thirty-seven last Easter Saturday. At North London only nine people were charged with drunkenness, as against twenty-four last year. At Stratford, of a total of seven prisoners, three were charged with drunkenness and two boys were accused of stealing hot cross buns.

A ruling affecting the right of appeal by men appearing before local tribunals has reached Wallasey from the Local Government Board. An appellant at Wallasey was granted temporary exemption, which was extended one month on appeal to the Cheshire appeal tribunal. His solicitor advised him before the expiration of the period to appeal to the local tribunal for a further extension, and if refused to proceed again to the appeal tribunal. The local tribunal believed that having given their decision the man could not appeal to them again, but could only ask the appeal tribunal to extend the period. The Local Government Board are of opinion that, the local tribunal's certificate having been

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varied, the appellant can apply to them again for further extension. If refused he can go to the appeal tribunal, and if still refused and leave to go to the central appeal tribunal be declined, he can apply to the High Court for a *mandamus*.

In the House of Commons on Wednesday Mr. Herbert Samuel, asked by Mr. J. F. Mason whether it was a breach of the law to advocate resistance to the law by persons claiming to be conscientious objectors, said: "Yes, the law provides means by which persons who can show that they have a conscientious objection to combatant service may obtain exemption. I am advised that it is illegal to advocate by means of speeches, leaflets, or pamphlets, resistance to the law by refusal of service on the part of persons who have not been granted such exemption."

In reply to Mr. Touche, who suggested that the tax on all incomes under £300 should be restricted to the unearned rate to meet the grievance of the present deduction of tax much beyond the actual liability, Mr. McKenna says:—The proposition involves the repeal of the main principle of the British income tax—namely, the taxation (at the source) of the profits where they are made. The problem, he adds, cannot be effectively considered until it has been investigated in all its bearings by the Committee of Inquiry into the Income-tax, which is to be appointed after the termination of the war.

Speaking at a luncheon held in connexion with a sale last Saturday on behalf of the Agricultural Relief of Allies Fund, the Meat and Allied Trades Red Cross Fund, and the Royal Berkshire Hospital, Lord Reading said: "I think that the man who believes that we are at the end of the sacrifices to be made in this war is living in a fool's paradise. I believe that we shall have to go through more than we have hitherto had to suffer before we emerge and see victory secured. I have no fear or anxiety as to the course of action the people of this country will take when they understand, and realize that much has yet to be accomplished. We see too little; we know too little; we want to realize what is before us."

At Bow-street Police Court on Monday Mr. Hopkins imposed penalties amounting to £300 with £15 15s. costs on Herman Nagele, a human hair merchant, of West-street, Boston, Lincs, for failing to communicate to the Public Trustee debts due to enemy aliens by the firm of J. H. Nagele & Co. Mr. Travers Humphreys, on behalf of the Director of Public Prosecutions, said that the defendant became a naturalized British subject in 1909. On 3rd March a Board of Trade inspector was appointed to examine the defendant's books and visited the premises for that purpose on 8th March. On 7th March the defendant sent the return in question to the Public Trustee, but he should have filed it not later than 29th August of last year. The books showed that the amount due to creditors was £22,666, of which £19,723 was owing to the defendant's two brothers, Joseph and Franz, resident respectively in Germany and Austria. The profits of the defendant's business had increased from £975 in 1912 to £3,120 in 1914, and it was estimated that they had still further increased in 1915. The defendant had stated that he invested the profits in various shares in order that, at the end of the war, he might be able to pay the £19,723 due to his brothers. On behalf of the defendant, it was stated that he instructed his solicitor to make the return at the end of February, when he first became aware that it was necessary. The magistrate pointed out that the defendant had incurred a continuing penalty of about £9,000.

The "Oxford" Sectional Bookcase is the ideal one for anybody who is building up a library. It is splendidly finished, with nothing of the office stamp about it. The illustrated booklet issued by the manufacturers, William Baker & Co., Ltd., The Broad, Oxford, may be obtained gratis, and will certainly prove interesting to book lovers.—(Advt.)

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday May 8	Mr. Greswell	Mr. Synges	Mr. Farmer	Mr. Jolly
Tuesday .. 9	Bloxam	Church	Synges	Greswell
Wednesday .. 10	Jolly	Farmer	Bloxam	Borror
Thursday .. 11	Borror	Bloxam	Goldschmidt	Synges
Friday .. 12	Goldschmidt	Greswell	Leach	Farmer
Saturday .. 13	Leach	Jolly	Church	Bloxam

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday May 8	Mr. Bloxam	Mr. Church	Mr. Leach	Mr. Borror
Tuesday .. 9	Jolly	Farmer	Goldschmidt	Leach
Wednesday .. 10	Synges	Goldschmidt	Church	Greswell
Thursday .. 11	Farmer	Leach	Greswell	Jolly
Friday .. 12	Church	Borror	Jolly	Bloxam
Saturday .. 13	Goldschmidt	Greswell	Borror	Synges

## EASTER SITTINGS, 1916.

### COURT OF APPEAL.

#### IN THE LORD CHIEF JUSTICE'S COURT.

Tuesday, 2nd May—Final Appeals from the King's Bench Division will be taken and continued until further notice.

#### APPEAL COURT I.

Tuesday, 2nd May—Ex parte Applications, Original Motions, and Interlocutory Appeals from the Chancery Division.

Wednesday, 3rd May—Chancery Final Appeals.

#### APPEAL COURT II.

Tuesday, 2nd May—Ex parte Applications, Original Motions, Interlocutory and Final Appeals from the King's Bench Division.

Wednesday, 3rd May—Final Appeals from the King's Bench Division will be taken and continued until further notice.

#### CHANCERY COURT III.

##### MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses throughout the Sittings.

#### LORD CHANCELLOR'S COURT.

##### MR. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

#### CHANCERY COURT I.

##### MR. JUSTICE SARGANT.

In this Court the work will be taken as follows:—

Mondays ..... Chamber Summonses  
Tuesdays ..... { Sht caus, pets, fur con, and non-wit list  
Wednesdays ..... Non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... Mot and non-wit list.

#### CHANCERY COURT II.

##### MR. JUSTICE ASTBURY.

The Business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays ..... Sitting in chambers  
Tuesdays ..... { Companies Acts and non-wit list  
Wednesdays ..... Fur con and non-wit list  
Thursdays ..... Non-wit list  
Fridays ..... { Mot, sht causes, pets, and non-wit list  
Tues., May 2 ..... Mot and Companies Acts

#### CHANCERY COURT IV.

##### MR. JUSTICE YOUNGER.

On each Tuesday afternoon Summonses under Trading with the Enemy Acts will be taken.

Subject thereto Mr. Justice Younger will hear Actions with Witnesses throughout the Sittings except when other Business is advertised in the Daily Cause List.

#### CHANCERY COURT V.

##### MR. JUSTICE PETERSON.

Tues., May 2 ..... { Mot, sht caus, pets, fur con, and non-wit list  
Wednesday 3 ..... Non-wit list  
Thursday 4 ..... { Manchester and Liverpool business  
Friday ..... 5 Mot and non-wit list  
Monday ..... 8 Sht caus, pets, fur con, and non-wit list  
Tuesday ..... 9 Sht caus, pets, fur con, and non-wit list  
Wednesday 10 ..... Non-wit list  
Thursday ..... 11 Non-wit list  
Friday ..... 12 Mot and non-wit list  
Monday ..... 15 Sht caus, pets, fur con, and non-wit list  
Tuesday ..... 16 Sht caus, pets, fur con, and non-wit list  
Wednesday 17 ..... Non-wit list  
Thursday ..... 18 { Liverpool and Manchester business  
Friday ..... 19 Mot and non-wit list  
Monday ..... 22 Sht caus, pets, fur con, and non-wit list  
Tuesday ..... 23 Sht caus, pets, fur con, and non-wit list  
Wednesday 24 ..... Non-wit list  
Thursday 25 ..... Non-wit list  
Friday ..... 26 Mot and non-wit list  
Monday ..... 29 Sht caus, pets, fur con, and non-wit list  
Tuesday ..... 30 Sht caus, pets, fur con, and non-wit list  
Wednesday 31 ..... Non-wit list  
Thurs., June 1 ..... { Manchester and Liverpool business  
Friday ..... 2 Mot and non-wit list  
Monday ..... 5 Sht caus, pets, fur con, and non-wit list  
Tuesday ..... 6 Sht caus, pets, fur con, and non-wit list  
Wednesday 7 ..... Non-wit list  
Thursday ..... 8 Motions  
Friday ..... 9 Motions

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed order, 1 copy pleadings, 1 copy judgment, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

## COURT OF APPEAL.

### EASTER SITTINGS, 1916.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

#### FROM THE CHANCERY DIVISION.

##### Judgment Reserved.

##### (General List.)

In re Sir H A Layard, dec  
Layard v Earl of Bessborough  
& ors (c a v April 18)

FROM THE CHANCERY DIVISION. THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

##### (General List.)

1914.

Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Levenstein Id (s o until after termination of war)  
In the Matter of Letters Patent

granted to Edward Mertens, No 17,198 of 1904, and In the Matter of the Patents and Designs Acts, 1907 and 1908 (s o one week's notice on either side to restore)

1915.

In the Matter of the Estate of Sir John E Murray Scott, Bart, dec  
Scott v Scott

1916.

Eastern Rubber Trust and General Agency Id v Maconochie  
Tharp v Tharp  
In re C A Doyle, dec Fayson v Doyle  
Perry v Suffields Id  
In re Ludwig, dec Lodwig v Evans & ors  
In re Sophia Ann Bell, dec Rivington & anr v Farley & ors  
Shrimpton v Northern Light, Power and Coal Co Id

In re The Right Hon G W Palmer,  
dec Palmer & anr v Palmer &  
ors  
In re Timson, dec Smiles v Tim-  
son.

In re The Manchester Gas Act. In  
re The Matter of the Trusts of  
the will of Richard Jepson, dec  
Brooke v Price  
Cowen v Ideal Film Renting Co ld  
Union Jack Photo Plays ld v Same  
In re George Purborn, dec Gal-  
braith v Mather  
In re Thomas' Marriage Settle-  
ment. In re Samuel Moreton  
Thomas, dec Andrew v Thomas  
In re R Graham, dec Graham v  
Graham & ors  
The British United Shoe  
Machinery Co ld v Standard  
Engineering Co ld  
Woodhouse v Dunderdale

#### FROM THE COUNTY PALA- TINE COURT OF LANCAS- TER.

(General List.)

1915.

The Laburnum Spinning Co ld &  
ors v The Hulton Colliery Co ld  
(not before May 4)  
In re the Estate of Robert Cain,  
dec Rutherford & ors v Cain &  
ors (not before May 4)  
In the Matter of the Estate of  
Alice Bateman, dec Wilson v  
Bentham & ors  
In re The Manchester United  
Synagogue Baum v Marks &  
ors

#### FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1915.

Smith v Pearman & ors part  
heard (s o generally)  
1916.

Weir & anr v R Korkis (s o gener-  
ally)

In re J M Pimm, dec In re  
Martha Pimm, dec Malkin v  
Pimm Steward v Sharpe  
Reed & ors v Hawkes Strugnell &  
ors (produce order)

The Brazil North Eastern Rail-  
ways ld v The South American  
Railway Construction Co ld

Divorce Welch, R C (Applicant)  
v Welch, A C (Resp't)

McConkey v Dixon  
The Mayor, Aldermen & Burgesses  
of the Borough of Stoke-on-  
Trent v The Stafford Coal &  
Iron Co ld

#### FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re J F P Yeatman (expte  
Henry Miller v The Trustee &  
The Debtor), No 863 of 1910  
(standing over as to costs only  
from Jan 14, 1916)

#### FROM THE KING'S BENCH DIVISION.

Judgments Reserved.

(Final and New Trial List.)

Becker, Gray & Co v London  
Asce Corp'n appl of Pltffs  
(c a v April 12)  
Booth Steamship Co ld v Cargo  
Fleet Iron Co ld (c a v March  
16)

#### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1914.

The Commrs of Inland Revenue v  
Smyth (Revenue Side)  
Hunter v Commrs of Inland  
Revenue (Revenue Side)

1915.

Walter Morrison v The Commis-  
sioners of Inland Revenue  
(Revenue Side)

Bruce, Marriott & Co v Houlder  
Line ld (s o liberty to apply to  
restore—Feb 8)

United Chemical Works ld v  
Sadur Same v Same (s o till  
one week after judgt in House  
of Lords in the Daimler case)

In the Matter of the Vexatious  
Actions Act, 1886, and in the  
Matter of Bernard Boaler

The King v Additional & General  
Commrs of Income Tax for St.  
Giles & St George's, Blooms-  
bury (s o liberty to apply to  
restore)

Ounsworth (Surveyor of Taxes) v  
Vickers ld (s o generally)

Wade v Flockton Coal Co ld  
Scott v International Correspond-  
ence Schools ld

The Ebbw Vale & Co v Macleod  
& Co

Firth v Faulding  
Hughes v The Liverpool Victoria  
Legal Friendly Soc

Brown v Geyer (s o 1st day Final  
Appeals taken—Lord Chief's  
Court)

Parson v Nesbitt (s o notice of  
death of Deft)

T & H Green v Kullen  
C S Wilson & Co ld v Tennants  
(Lancashire) ld (not before  
May 15)

A J Alexander v Spillers &  
Bakers ld

Finegold v Cornelius (Phillips third  
party) (not before May 15)

Foss v Elson  
Leigh v Tottenham District Light,  
Heat and Power Co

Hoole Urban District Council v  
Fidelity and Deposit Co of  
Maryland

Hopkinson v Lord Mayor & of  
the City of Manchester

Mann & Overton ld v E Bennett  
& Co (stay granted)

Brackley v Midland Ry Co  
Macdougall v The Universal Stock  
Exchange ld

Richmond v Bowie  
Furber v Ham Urban District  
Council

Same v Clerk to the Overseers of  
the Parish of Ham

Malzy v Eichholz and anr  
Ritterbandt v Auto-Van Mainten-  
ance Co

Thoday v Clarke  
Perkins v Robson

In the Matter of the Agricultural  
Holdings Act, 1908, and in the  
Matter of an Arb'tn between  
Lord Ashburton and Gray

Kais Koen Privilegierte Oester-  
reichische Laenderbank v  
Anglo-Continental Produce Co  
ld

J R Munday ld v London County  
Council

Wilkinson v Wilson Same v  
Same

Ford v Foster  
Arthur Capel & Co v Soultidi

Halsey v Lowenfeld  
Campbell & Phillips ld v Denman

Swain v Corp'n of Insurance  
Brokers

In the Matter of an Appeal to  
General Quarter Sessions for  
the County of Glamorgan

D Davis & Sons ld v The Assess-  
ment Committee of Pontypridd  
Union, Overseers of Rhondda  
and The Rhondda Urban Dis-  
trict Council

Jones v The Consolidated Anthra-  
cite Collieries Co and Baron  
Dynevor

Place v Mayor & c of Rawtenstall  
Modern Transport Co ld v Dunerie  
Steamship Co

1916.

Macleod v Schneider & Son  
The Scottish Navigation Co ld v  
W O Souter & Co (s o till  
after Tomplin's case in House  
of Lords)

In re an Arbitration between  
Wulfsberg & Co and The Owners  
of SS. Weardale

In re an Arbitration between  
Stoomvaart Maatschappij Neders-  
landsche Lloyd and The General  
Mercantile Co ld

In re an Arbitration between  
Wulfsberg & Co and the Owners  
of SS. Riversdale

Fowler v Sugden  
F & H Turner ld v United Supply  
Co

Heath's Garage ld v Hodges  
Abrahams v Yenidje Tobacco Co  
ld

In re an Arbitration between The  
Admiral Shipping Co ld and  
Weidner, Hopkins & Co

S Weigall & Co v Walter Runci-  
man & Co

The King, at the relation of Sir  
George Makgill, Bart v Speyer

The King v Barking Town Urban  
District Council

Knowles v Electrolytic Plating  
Apparatus Co ld

Same v Same appl of Pltffs (by  
counter-claim)

Williams v Strasser  
T Jackson & Co ld v Henderson,  
Craig & Co ld

G H Theatres ld v Surbiton Cine-  
matograph Theatres ld

The Seville and United Kingdom  
Carrying Co ld v Mann, George  
& Co

Australian Steam Shipping Co ld  
v Lithgow

Hales v Holmes  
In re an Arbitration between the  
Nautilus Steam Navigation Co  
ld and D & E Bozzo

Raymond v Forbes  
Irven Bros ld v Taylor & Co

Horrox v New Russia Co ld  
S F Waters & Co v Cochrane &  
Co ld

Lane v Butler  
Ferris v Newbury Coach & Motor  
Works ld

Crossfield & Co v Kyle Shipping  
ld

McGlashan & Co ld v Spencer,  
Deacon & Co ld

Shepherd v Venesta ld  
P E Braham v Moss' Empires ld

Blaiberg v Dance  
Mitsui & Co ld v Watts, Watts  
& Co ld

In re an Arbitration between  
Donald Campbell & Co and  
Sukhlall Chandanmull

Leiston Gas Co v Leiston Urban  
District Council

Chapman v Paynter  
Harroway, an infant v Trevor

Sloan v De Boissiere

Hole v Lambahead  
Fanshaw & anr (trading as Adams  
& Co) v Knowles

James Morrison & Co ld v Shaw,  
Savill & Albion Co ld

Allen, Adams & Co v The Ship-  
ping Agency ld

In the Matter of the Arbitration  
Act, 1889 and in the Matter of  
an Arbitration between Samuel  
Allen and Samuel Allen ld

Walker v Shaw  
Trehearne v W J Parrett ld & ors

Foster's Agency ld v Romaine  
Willis v Macey

Lougher & ors v Molyneux  
Barker v Wright

Davies v Edinburgh Life Asce Co  
In the Matter of an Arbitration  
between Carruthers & Co ld and  
Danon Freres

Scholfield Steamship Co ld v W  
Cory & Son ld

Porter v Ellis  
West v Beckwith

Grocott v Lovatt & anr  
Holdsworth, Hongie & Co v Stein,  
Forbes & Co ld

Hindley Twist Co ld v Saleme  
W Blythe & Co ld v Richards,  
Turpin & Co ld

S V Nevanas & Co ld v Lothbury  
Supply

B B P Syndicate v United Invest-  
ment Corp'n ld

Beechey v E Pollard & Co ld  
Hugh Stevenson & Sons ld v The  
Aktiengesellschaft fur Carton-  
nagen Industrie

London & South Western Ry Co  
v Gillman & Spencer ld

The Owners of Steamship "Nolise-  
ment" v Bunge and Born

Stott & anr v Watson  
Moore & Gallop v Evans

Burton v Dresden  
Barham v Jarrott

Grundy v Sun Printing and Pub-  
lishing Assoc

Hitchin & Co v Ripley & Co ld  
Northcote v Minister & Co

W Cory & Son ld v Lampton &  
Herton Collieries ld

Garnett v Todd  
McVittie v Turner

David Allen & Sons ld v Macdonia  
McCallum & Co v Williams

Buchanan v Merton & Ridge  
Dix v D Allen & Sons ld

Conway v Cushman  
Iredell v General Securities Corp'n  
ld

Greenoff & Shaw v Leach & Seed  
Sheridan & Co v Lancashire Motor  
and Engineering Co

In the Matter of an Arbitration  
between the Erith Oil Works ld  
and Mann & Cook

F W Berwick & Co ld v Storey &  
anr

Pollard v London & Midland  
Insee Co ld

Falvey v W H L Cameron ld  
Cameron v Marr

The King v The Commissioners of  
Income Tax for Romsey Divi-  
sion of County of Southampton  
(expte W M G Singer)

The King v The Commissioners for  
Income Tax for the District of  
Kensington (expte P E Singer)

Lowe v Weld-Blundell  
Warburton v Co-operative Whole-  
sale Soc ld

R Sykes Bailey ld v Yorkshire  
Iron & Coal Co ld

Preston v Stockton and ors  
Green v All Motors ld

Bolckow, Vaughan & Co v Com-  
pania Minera de Sierra Menera



# ALLIANCE

## ASSURANCE COMPANY, LTD.

ESTABLISHED IN 1824.

**Assets exceed £24,000,000.**

HEAD OFFICE: BARTHOLOMEW LANE, LONDON, E.C.

### DIRECTORS:

The Hon. N. CHARLES ROTHSCHILD, Chairman.

Col. FRANCIS A. LUCAS, Deputy Chairman.

Sir IAN HEATHCOAT AMORY, Bart.

CHARLES EDWARD BARNETT, Esq.

FREDERICK CAVENDISH BENTINCK, Esq.

A. V. DUNLOP BEST, Esq.

FRANCIS AUGUSTUS BEVAN, Esq.

Hon. KENELM PLEYDELL BOUVERIE.

THOMAS HENRY BURROUGHES, Esq.

JOHN CATOR, Esq., M.P.

LORD DALMENY.

HUGH H. J. W. DRUMMOND, Esq.

Captain GERALD M. A. ELLIS.

C. SHIRREFF HILTON, Esq.

W. DOURO HOARE, Esq.

CECIL FRANCIS PARR, Esq.

Hon. HENRY BERKELEY PORTMAN.

Sir MARCUS SAMUEL, Bart.

H. MELVILL SIMONS, Esq.

HENRY ALEXANDER TROTTER, Esq.

Right Hon. the EARL OF VERULAM.

Business transacted by the Company :—

- (1) **LIFE INSURANCE**, with and without Profits, with special provisions for the payment of **ESTATE DUTIES** and for **CHILDREN'S EDUCATION**.
- (2) **FIRE INSURANCE** of every description.
- (3) **INSURANCES** to **COVER LOSS** of **RENT, INTEREST** and **PROFIT**, consequent upon Fire damage to Property.
- (4) **MARINE INSURANCE**.
- (5) **BURGLARY, THEFT, and PLATE GLASS INSURANCE**.
- (6) **ACCIDENT**, including Personal Accident, Motor Car and Employers' Liability Insurance.

Fidelity Guarantee and Sinking Fund Policies are also granted.

Applications for Agencies are entertained, and Prospectuses with other papers may be had on written or personal application.

ROBERT LEWIS, *General Manager*.

North Eastern Steel Co ld v Compania Minera de Sierra Menera

**FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).**

Standing for Judgment.

With Nautical Assessors.

(Final List.)

The Sarpen—1915—Folio 335 The Owners, &c, of Steam Tug Simla v The Owners of the SS. Sarpen, her cargo & freight (c a v March 24)

**FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).**

With Nautical Assessors.

(Final List.)

1915.

The Nefeli The Owners, Master and Crew of SS Eleni Britias v The Owners of SS. Nefeli, her cargo & freight

The Lancastrian Frederick Leyland & Co ld v Bute Shipbuilding, Engineering and Dry Dock Co ld

1916.

The Suliston Owners of Steamship Chupra v Owners of Steamship Suliston

The Belvedere & Inger Owners of Steamship Belvedere v Owners of Steamship Inger

Without Nautical Assessors.

1915.

The Renne Hyafil M Isaacs & Son ld v The Owners of SS Renne Hyafil and freight

1916.

The Thorsa Owners of Cargo lately laden on board Steamship or Vessel Thorsa v Owners of Steamship or Vessel Thorsa  
The Polzeath Walter Charles Searley v Owners of Steamship Polzeath

**FROM THE KING'S BENCH DIVISION.**

(Interlocutory List.)

1912.

The King v Justices of the County of London & ors (expte Stanley) (s o generally)

The King v Justices of the County of London & ors (expte the London County Council) (s o generally)

1916.

Lojo Ausagobolag v Burt, Boulton & Haywood ld (s o liberty to restore)

Original Motion.

H E Huntington v Lewis & Simons

King's Bench Division (Interlocutory List).

Huntingdon v Lewis & Simons (s o to be mentioned)

J Soanes & Son ld (Judgt Creditors) v Papierfabrik Wissenstein A G (Judgt Debtor) & H Huber & Co (Garniahees) part heard (s o generally)

Jowett Bros v Neath Rural District Council

**IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.**

(From County Courts.)

1915.

Oates v Thomas Turner & Co Walters v Gwendraeth Valley Collieries Co ld

Pepperill v Fry

Frankling v Owners of Steam Trawler "Labrador" of Lowestoft (s o till after judgt in House of Lords in "Steavenson v Rossall Steam Fishing Co")

Wrenn Leah v HM Postmaster-General (s o till after decision in House of Lords in "McMerney v Considine")

Golbourn v Port of London Authority

Fox v Rees & Kirby ld & ors Southampton Gas Light & Coke Co v Stride

McDermott v Drake & Sons

Pyper v Manchester Liners ld

Armstrong v Gregson & Co

Dundee, Perth & London Shipping Co v Willcock

Josey v Vincent

Taylor, an infant, v Powell

Duffryn Steam Coal Co

N.B.—The above list contains

Chancery, Palatine and King's

Bench Final and Interlocutory

Appeals, &c., set down to April 20th, 1916.

Summonses before the Judge in Chambers.—Mr. Justice SARGANT, Mr. Justice ASTBURY and Mr. Justice PETERSON will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice SARGANT, Mr. Justice ASTBURY, and Mr. Justice PETERSON.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

**NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.**

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice EVE will take the Witness List for EVE and PETERSON, JJ.

Mr. Justice YOUNGER will take the Witness List for SARGANT and YOUNGER, JJ.

**CHANCERY CAUSES FOR TRIAL OR HEARING.**

Set down to April 20th, 1916.

Before Mr. Justice NEVILLE.

Retained Matters.

Motions.

Hiller v Hiller

Kastner v Auto Piano Co

Win Fison ld v Woodhead & ors

Hoare v Bennett

Adjourned Summonses.

In re Flimby & Broughton Moor Coal and Fire Brick Co ld and in re Courts (Emergency Powers) Act, 1914 pt hd (s o till June 7)

In re T Garnham, dec Taylor v Baker

In re Du Maurier, dec Millar v Coles

In re John Musgrave, dec Machell v Parry

In re Rodez Coal Co British Bank of Northern Commerce ld v The Company

Parkin v Baker pt hd

Further Consideration.

In re Williams Jones v Williams

pt hd

Causes for Trial.

(With Witnesses).

Hall v Litchfield pt hd

In re James Wall Wall v Wall

Clementi-Smith v Wyman & Sons ld (not before Michaelmas)

Golding & anr v Burbridge Golding & anr (not before June 2)

Horlick's Malted Milk Co v Thew, Hooker & Gilbey ld

Coleman v London County and Westminster Bank

Drexel v Drexel

In re F J A Baldwin, dec Elliott v London City and Midland

Executor and Trustee Co ld

Higgins v Summerscales

Durham County Council v Owners of South Medomsley Colliery ld

Bates v Lee

Cabrera v Bowen

Leigh v John Hetherington & Sons ld

In re J B Smale, dec Smale v Smale

In re Same Same v Same

Before Mr. Justice EVE.

Retained Matters.

Motions.

Quinn v Robb

Wright v Hutchinson

Nottingham Corp v Same

Summers v Same

In re Anderson & Son ld Bacon v The Company

Further Considerations.

Pullman v Bamford & Co ld

In re Williams Williams v Lewis

Adjourned Summonses.

In re Cartwright, dec Horner v Naylor pt hd

In re Muirhead, dec Muirhead v Hill

In re Parkin, dec Street v Jones

In re Castle, dec Nesbitt v Baugh

In re Wright, dec Griffiths v Wright

In re Pedley, dec Pedley v Pedley

Lord Guildford v The St. George's Golf Club Trust ld

In re J Stenning, dec Stow v Attorney-Gen

Causes for Trial.

(With Witnesses.)

The Amalgamated Properties of Rhodesia (1913) ld v The Globe and Phoenix Gold Mining Co ld pt hd (May 8)

Hall v Hall

Kirby v Morris

The Law Guarantee Trust and Accident Soc ld v The Law Accident Inacc Soc ld (May 15)

Nalder v Nalder

Ashburton v Furniture Trade Supply Co ld

Thomas v Buckland

In re Niel Ryrie ld Harben v Niel Ryrie ld

People's Investment Co v Farmers and Merchants Joint Stock Co ld

Chester Corp v Chester Water Works Co (s o Trinity)

Caswell v London City and Midland Bank

Leeming v Ellison (not before May 17)

Palast v Katz

The Alpertown Rubber Co v Manning

Thomas v Thomas

Warwick's Brewery Co ld v Fawcett (not before May 3)

Engel v Goldstein

Black Mountain Silica Co v Colliery Investment Trust

Webb v Chandler

The Winning Post (1906) ld v The Palace Theatre ld

Phillips v The Manufacturers Soc ld

Attorney-Gen v The New

Sharleston Collieries ld

Baxter v Shaw

In re an Appln, No. 365,888, by the Havana Commercial Co & in re an opposition, No. 6,017, by George Wilkes and in re Trade Marks Act, 1903

Batany v Charron ld

Lupton v Wood

Liverpool Corp v W Muirhead & Co ld

Morgan v G E Morgan ld

**HIGH COURT.—CHANCERY DIVISION.**

EASTER SITTINGS, 1916.

**NOTICES RELATING TO THE CHANCERY CAUSE LIST.**

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice SARGANT will take his Business as announced in the Easter Sittings Paper.

Mr. Justice ASTBURY will take his Business as announced in the Easter Sittings Paper.

Mr. Justice YOUNGER.—On each Tuesday afternoon Summonses under Trading with the Enemy Act will be taken. Subject thereto Actions with Witnesses will be heard throughout the sittings.

Mr. Justice PETERSON will take his Business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice PETERSON will take Liverpool and Manchester Business on Thursdays, the 4th and 18th May and the 1st June.



Morgan v Morgan  
Crosbie v Crosbie  
In re Butcher, dec Buckthought  
v Pownall  
Cass v Jackson  
Whitefield v Hooper  
Simmons v Bodinstone  
In re F J Mitchell, dec Benham  
v Lascelles

Before Mr. Justice SARGANT.

Retained Matters.

Causes for Trial.

(With Witnesses.)

Eliza Pittaway v Frank Deeley & Wife

In re J S Thompson, dec In re  
The Trustee Act, 1893 Randall  
v Thompson (restored for May  
16)

The Stamford, Spalding and Boston  
Banking Co ld v Keeble (s o  
generally)

Cowper & anr v Gronous & anr  
(s o generally)

In re Sir Stuart Knill, Bart, dec  
and in re a Settlement Lowell  
v Knill (for May 2)

Hales & ors v Motor Union Stores  
ld

Grant v Douglas

Lloyds Bank ld v The Canadian  
Agency (in liquidation) and ors

Gardner v Ystradowen Colliery  
Co ld

In the Matter of the Patents &  
Designs Act, 1906, and in the  
Matter of Applns of The Stan-  
dard Rotary Machinery Co ld  
and The Standard Engineering  
Co ld (for 1st petition day)

In re Rancorn White's Patent  
(1902), No. 4,660, and in re The  
Patents & Designs Act, 1907

In the Matter of Ralph Hancock's  
Patent, No. 21,353 of 1913, and  
in the Matter of the Patents &  
Designs Act, 1907 and 1908

From Mr. Justice SWINFEN  
Eady's List.

Carter v du Cros (s o generally)

Adjourned Summonses.

In re Hawkins, dec White v  
White (restored)

In re Jas. Hobbs Hobbs v Hobbs  
(s o generally)

For Mr. Justice EYR.

In re T Staples, dec Owen v  
Owen pt hd (s o generally)

Causes for Trial without Witnesses  
and Adjourned Summonses.

In re Tamzen Williams, dec Chap-  
lin v Chaplin

In re Isabella Symon, dec Kitto  
v Kitto

In re Curd, dec Clark v Curd

In re Sir James C Lawrence, dec  
Lawrence v Lawrence

In re J H Twentyman, dec  
Twentyman v Hosken

Sebright v Hanbury

In re Bengough, dec Liddiard v  
Bentley

Gardner v Gardner

Walton v Wright

In re Wilkinson's Settlement

Butler v Wilkinson

In re Grande Maison d'Automobiles  
Jones v The Company

In re Henry Gratton Elliott, dec  
Elliott v Palin

In re Geo West, dec Jackson v  
Row

In re Gaine, dec Collins v Town-  
son (restored)

In re Edith Maude Rycroft, dec  
Ridley v Rycroft

In re Charlotte Dudfield, dec  
Bacon v The Attorney-Gen

In re James Rose, dec Thursfield  
v Wilkes

In re Festing's Settlement In re  
Festing's Agreement Festing v  
Drake

In re James Mills, dec McLough-  
lin v Rhead & ors

In re Alberto Randegger, dec  
Randegger v Randegger

In re Sir C J Stoddart, dec Bird  
v Grainger

In re Richard Johns, dec Johns  
v Johns

In re Gare, dec Cooke v Wilson

George Holloway & Webb ld v  
Crompton

In re Joseph W Williams, dec &  
ors Johnson v Stewart

In re F A Holt, dec Holt v Holt

In re Williams' Agreement In re  
W. R. Williams, dec Sale v  
Williams

In re Atkinson, dec Atkinson v  
Atkinson

In re George Helliwell, dec  
Pickles v Helliwell

In re Craven's Settlement Earl  
of Clarendon v Craven

In re Charles Davis, dec Preston  
v Phillips

In re Ashley & Smith ld C Ash-  
ley & ors v Ashley & Smith &  
ors

Before Mr. Justice ASTBURY.

Retained Cause for Trial.

(With Witnesses.)

Taff Vale Ry Co v The Cardiff  
Ry Co

Further Considerations.

In re Israel Wood Wood v  
Rawlins

In re T Hattersley, dec Nichol-  
son v Hattersley

Causes for Trial without Witnesses  
and Adjourned Summonses.

In re J E Moorhouse, dec Moor-  
house v Moorhouse

In re J Metcalf, dec Metcalf v  
Metcalf

In re C H Robinson, dec Bell v  
Robinson

Michalowaky v Harris

In re Kauffmann, dec Kauffmann  
v Kauffmann

In re Powell Morgan v Attorney-  
Gen

In re Chudleigh, dec Chudleigh  
v Chudleigh

In re Stewart, dec Stewart v  
Stewart

In re James Mills' Settlement.  
Druce v Skrine

In re John Harrison, dec Hirst  
v Craven

In re J E Harris, dec Cubitt v  
Attorney-Gen

In re Anne Hodsdon, dec Hods-  
don v Hodsdon

In re C Richardson's Will Brown  
v Richardson

In re J Fairley, dec Laws v  
Riteon

In re W Smith, dec Mars v Smith

In re S J Lucke, dec Gayland v  
Bromley

In re The Trade Marks Act, 1906,  
and in re The Anglo-Continental

Typewriter Distribution Co ld  
Ellis v Shadwell

In re E M Stevens, dec Langley  
v Stevens

Interlocking Partitions ld v Drow

In re A Tavener, dec Tavener v  
Tavener

In re D Williams Williams v  
Williams

## LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 13, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1882.

Capital Stock ... £400,000  
Debenture Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.  
G. H. MAYNE, Secretary.

In re H. C. Porteous, dec Por-  
teous v Porteous

In re E Collett, dec and in re the  
Married Women's Property Act

In re E Squire, dec Lane v Lane

In re S Brearley, Solr, &c

In re J G Searle, dec Gillett v  
Dublet

Pearce v Bulteel

In re Empress Club ld Bowker v  
The Company

In re Frost's Estates Cramp v  
Stonier

In re Firth, dec Vickers v Black-  
Milne

In re J C Prince, dec Merston v  
Prince

In re Bartlett, dec Whittington  
v Bartlett

In re J Briggs, dec Briggs v  
Briggs

In re Stone's Trusts Stone v  
George

In re R H Samuel, dec Keyser  
v Hutchins

In re S H Samuel, dec Same v  
Same

In re A J W Brown, dec Leaver  
v Harper

In re Morley, dec Board v Har-  
rison

In re Harrison, dec Board v  
Harrison

In re Mottram, dec Kerr v Mot-  
tram

In re S P Bowden, dec Bowden  
v Bowden

In re J French, dec French v  
French

In re Edwards, dec Wingrove v  
Michaelis

In re T Evans, dec Evans v Pugh

In re J Malcolmson, dec Malcolm-  
son v Ames

In re J West's Trust Street v  
Street

In re James Eadie, dec Eadie v  
Eadie

In re The Magneta Time Co ld  
The Magneta Fabrique d'Hor-  
loges Elect v The Company pt  
hd (s o to June 20)

In re Thomas French & Co ld In  
re Companies (Consolidation)  
Act, 1908

In re Cantlon's Trust Stone v  
Simmons

In re Charles Taylor (London) ld  
Miller v The Company

In re Wroe, dec Wroe v Wroe

In re Beresford's Settlement Yar-  
de v Beresford

In re Gillespie, dec Gillespie v  
Colton

In re Hatton Hockin v Hatton

Companies (Winding-up) and  
Chancery Division.

Companies (Winding-up).

Petitions.

Timor Oilfields ld (petn of R H  
Siley—ordered on Oct 13, 1914,  
to stand over generally)

Chilian Eastern Central Ry Co ld  
(petn of A Delmele—ordered  
on June 15, 1915, to stand over  
generally)

Tough-Oakes Gold Mines ld (petn  
of G F S Bowles—ordered on

July 6, 1915, to stand over  
generally)

United Electric Theatres ld (petn  
of New Bioscope Trading Co ld  
—ordered on July 13, 1915, to  
stand over generally)

United Electric Theatres ld (petn  
of Davis & Taylor—ordered on  
July 13, 1915, to stand over  
generally)

Walter Cawood ld (petn of W R  
Bisschop & ors—ordered on Oct  
19, 1915, to stand over pending  
appeal)

Jean Legey ld (petn of H H Bar-  
nett—ordered on Nov 2, 1915, to  
stand over pending result of  
action)

Magna Charta Publishing Co ld  
(petn of Pearlite Box Co—s o  
from March 21, 1916, to May 2,  
1916)

St Agnes Consolidated Mines ld  
(petn of Curtis's and Harvey ld  
—s o from April 11, 1916, to  
July 11, 1916)

Veterans' Clubs ld (petn of Fitch  
& Son ld—s o from April 11,  
1916, to May 2, 1916)

Paraguay Central Ry Co ld (petn  
of Frederick J Benson & Co—  
s o from April 18, 1916, to Oct  
24, 1916)

British Mercantile & Trading Co  
ld (petn of Duncan, Flockhart  
& Co & anr—s o from April 18,  
1916, to July 18, 1916)

Bull Dog Motor Tyre Syndicate ld  
(petn of Rosen & Jackson—s o  
from April 18, 1916, until first  
petn day in Trinity Sittings,  
1916)

Pacific Coconut Oil Co ld (petn of  
Manlove, Alliott & Co. ld)

National Standard Life Assce  
Corpn ld (petn of Mrs E M  
Cullingworth & anr)

Amusements Construction Co ld  
(petn of Rosenberg, Loewe & Co  
(Successors) ld)

Chancery Division.

Petition (to confirm Reorganisa-  
tion of Capital).

Cooper Steam Digger Co ld  
(ordered on June 16, 1914, to  
stand over generally)

Petition (to sanction Scheme of  
Arrangement).

William Coleman's Ordinary  
Shares ld (petn of H W Cut-  
ting—ordered on March 3, 1914,  
to stand over generally)

Petition (to confirm Reduction of  
Capital).

Geo W Wheatley & Co ld & re-  
duced

Companies (Winding Up).

Motion.

London & Continental Publishing  
Co ld (to declare dissolution  
void—s o from April 18, 1916,  
to May 2, 1916)

Companies (Winding Up) and  
Chancery Division.  
Court Summonses.

French South African Development Co ld Partridge v French South African Development Co ld (on preliminary point) ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division  
Oil & Ozokerite Co ld (to vary list of contributories—with Witnesses) ordered on April 2, 1914, to stand over generally  
English & Scottish American Mortgage & Investment Co ld (as to contingent claims—part heard—s o from March 14, 1916, to May 8, 1916—retained by Mr Justice Neville  
Daniel C Coley & Co ld (on claim of J Edmonds)—with witnesses  
King Incoe Co ld (to enforce payment of calls)—retained by Mr Justice Neville  
Same (inspection)—retained by Mr Justice Neville

Before Mr. Justice YOUNGER.

Standing for Judgment.

Witness Action.

In re M C Baugh, dec Upperton v Head (c a v Dec 3)

Retained Matters.

Causes for Trial.

(With Witnesses.)

In re F A Symes, dec Symes v Symes action (restored)  
Morgan v Parry action & summons pt hd  
The Rotary Photographic Co ld v Lewis Pickles & Co ld action

Motions.

Earle v Earle, Bourne & Co ld  
In re Woolley Woolley v Rae  
In re Todd Melville v Todd de Mengel v Muller  
Bowden v Warwick

Adjourned Summonses.

In re Isaac Burney Yeo, dec Crawford v Yeo  
In re Isaac, dec Isaac v Isaac  
In re Salmon's Settlement In re Frederick Lambert, dec In re Edith J Salmon, dec In re Salmon, infants Salmon v Lambert

In re Thomas Smith, dec Smith v Smith

In re Baker Robertson v West Sebright v Hanbury  
In re Pawley Pawley v Devereux  
In re Ford Haddock v Smart  
In re Trading with the Enemy Act, 1914 In re Fried Krupp  
In re Loose Southwell v Loose  
In re Wilson & Bullough, Solrs, & In re taxation of costs  
In re Cooper, dec Cooper v Rees & ors

Matters Standing Over Generally.

Petitions.

Heap v Playford  
Poole v Thompson  
Zambaco v Tomkins  
In re Llandudno Coaching & Carriage Co ld & reduced  
Locker-Lampson v Isaacs  
Portlock v Mappin

Adjourned Summonses.

In re Dunkel's Settlement Thal v Dunkel  
In re Turner Turner v Turner

Hanau & ors v Standard Developments ld

In re Bradford & Hunter Partnership Agreement

In re A B Moore, dec Moore v Moore

In re Countess Von Quadt-Wykradt-Ismy, dec Fawcett v Murray

In re Adams, dec Adams v Skipwith

In re R G Vivian, dec Eden v Vivian

In re Atkinson Pybus v Boyd  
In re Hughes Stott v Hughes

In re Eyre, dec Johnson v Williams pt hd

In re Phillips, dec Phillips v London Joint Stock Bank ld pt hd

In re John Hemmings, dec Hemmings v Cunningham

In re R H Borwick, dec Woodman v Borwick

Causes for Trial.

(With Witnesses.)

Abraham Wallace v Margaret Fraser

Musgrave v Chong  
Columbia Graphophone Co v W H Reynolds ld (s o for further order)

Preston v Alexander (s o generally)

Wood Green Palais de Luxe ld v Doss & anr (security ordered—s o)

Dwight & anr v Price (s o liberty to restore)

Hobbs v Smith (s o Trinity)

Williams v Sadler (s o liberty to apply)

The London & Westminster Development Syndicate ld v Davies (security ordered—not to come into Paper till 7 days after)

Morgan v Parry

The Advertising Concessions (Parent) Co ld and James Simpson v Bird & Davis

Grant v Douglas

Lord Ashburton v Thomson & ors

Lloyds Bank ld v The Canadian Agency (in liquidation) and ors

Jackson v Carr

Newbury v Denning

Gardner v Ystradowen Colliery Co ld

Thomas & ors v Buckland & ors

In re de Bary's Settlement Trusts

London Assee Corp v Crow & ors

Altree v Barnett

Moody v Cox & Hall

Webster v Helfert

Gurney v Garner & ors

Taylor v Sheppard

In re Hannah Marshall, dec Marshall v Cooper & ors

Bartlett & anr v Yeovil Palace ld

Andrews v Beetles

In re William Sanders, dec Sanders v Sanders

Chetham, Sons & Biffen v The Mayor, Aldermen and Burgesses of the Borough of Bedford

Raynor v Townsend

In the Matter of an Application, No 369,895 of the Sunbeam Motor Car Co ld and In the Matter of the Trade Marks Act, 1905

Baillie v Neville Preston v Neville

Before Mr. Justice PETERSON.

Retained Witness Actions

Hadden v Robinson Bros ld

In re Edmonds, dec Calthrop v Calthrop

The South Manchurian Syndicate ld v Troup

The South Manchurian Syndicate ld v Bush pt hd

Further Consideration.

In re William Matthews, dec Davis v Davis

Causes for Trial Without Witnesses and Adjourned Summonses.

W & T Avery ld v Ashworth, Son & Co

In re R W S Douglas, an infant, and In re Guardianship of Infants Act, 1886

In re S Rochs, dec Goddin v Rochs

In re J Burroughs Fowler Burroughs Fowler Trustee v Burroughs Fowler

In re T Gordon's Settlement Balfour v Cunliffe

In re Sir R Wood Meynell v Raffe

Studley v Chalke

In re J Wilkins, dec Wilkins v Hunter

In re A Cohen, dec Harper v Cohen

In re Hopkin, dec Stringer v J Eadie ld

In re H Ellis, dec Public Trustee v Ellis

In re H B C Delevingue, dec Layton v The Royal Earlswood Institute for Mental Defectives

In re Baroness Rosmead, dec Rosmead v Robinson

In re an Arbitration between M S Langa and ors and J Caird & anr

In re D W Lewis, dec Powell v Lewis

In re Providence Sanitary Laundry ld Mewburn v The Company

In re W S Eastman, dec Davis v Davis

In re R F R Nugent, dec Santry v Nugent

In re Marie Stuart, dec Beaumont v Stuart

In re James Masker, dec Masker v Maaker

In re H E Fortlage, dec Roos v Fortlage

In re C B Stableforth, dec Stableforth v Stableforth

In re W E Williams, dec Williams v Hall

In re H J Littleton, dec Oakeshott v Littleton

In re J Theobald, dec Theobald v Serle

In re Blackburn, dec Blackburn v Blackburn

In re Sandeman's Settlement Monier-Williams v Underwood

In re S Gould's Will Worsley v Barrett

In re W Constable, dec Constable v Lucas

In re J Freeman, dec National Safe Deposit v Freeman

In re G Shepherd, dec Battle v Wilkinson

In re Campey, dec Mitchell v Jackson

In re C F Jackson, dec Bowdage v Jackson

In re W P Weekes, dec Palmer v Weekes

In re A H L Hill, dec Governesses Benevolent Institute v Davies

In re C J Norris, dec Norris v Carfield

In re De Leeuw, dec Johnson v De Leeuw

In re Same Same v Same

In re Mountain & The British Anzani, & Co's Contract and In re the Vendor and Purchaser Act, 1874

London County & Westminster Bank v Peters

In re Briggs, dec Briggs v Briggs

Collins v Sedgwick

Durham University v Bearpark Coal, & Co ld

In re Benton's Contract and In re Vendor & Purchaser Act, 1874

In re Etherton, dec Clarke v Coole

In re Dawes' Settlement Public Trustee v Dawes

In re Westralian Estates Timber Co ld Wolseley v The Company

In re Sir R Laidlaw, dec Wilkinson v Laidlaw

In re T W L Emden, dec Emden v Emden

In re G L Grave, dec Grave v Incorporated Assoc for the Blind

In re J R Robinson, dec Robinson v Robinson

In re Bisell, dec Benthall v Horton

In re H L Skrine, dec Skrine v Skrine

In re L Strange, dec Lamb v Bossi Leu

In re a Contract between Ramsden & The British Dyers ld and In re the Vendor and Purchaser Act, 1874

In re John Hill, dec Wilkinson v Cow

In re W G Mantle, dec Flick v Boocock

In re Burroughes' Settlement Burroughes v Fraser

In re Blandy Jenkins' Estate Blandy Jenkins v Walker

Whiting v Davis

In re M T Thomas, dec Thomas v Thomas

British Power, Traction & Lighting Co ld v Hodgson

In re Gough, dec London County and Midland Bank v Gough

KING'S BENCH DIVISION.

EASTER SITTINGS, 1916.

CROWN PAPER.

The King v Beverley U.D.C.

Dreyfus & Co v Ollier

The King v Governors of Christ's Hospital

Nolan & ors v Altrincham Licensing Justices Quarter Sessions

Hunt v Richardson (c.a.v. April 17 Cor Justices Darling, Bray, Lawrence, Scrutton and Ivory)

Waters v Meakin (c.a.v. April 12 Cor Justices Ridley, Bray and Ivory)

Same v Smith same (c.a.v. April 12 Cor Ridley, Bray & Ivory)

Same v Wallace same (c.a.v. April 12 Cor Justices Ridley, Bray & Ivory)

The King v Commrs for the Special Purposes of the Income Tax

King v Sim

Jaffé v Keel



The King v Scunthorpe U.D.C.  
 Slater v Evans  
 The King v Beal, Esq and ors, Jj, &c and Mrs. Malvern  
 Webb v Baker  
 Rowe Bros & Co ld v Crossley Bros Ld  
 Curzon v Mayor, &c of Westminster  
 The King v Tribunal of Appeal under London Building Act  
 Wilkinson v Clark  
 In the Matter of a Solicitor Expte the Law Soc  
 Williams v Vaughan  
 The King v Justices of Burnley  
 The King v Same

#### CIVIL PAPER.

London United Tramways ld v London County Council  
 Schirm & anr v Consolidated Whaling & Deep Sea Fishing Co of South Africa  
 Virgo v Willette County Court  
 Nautilus Steam Shipping Co v D & E Bozzo  
 Popkin v Powell  
 Barbrook & anr v Wall & Son  
 Lewis & ors v Samuels  
 Barley v Hibell  
 Lightowler v Soper  
 Fry v Tibbenham ld  
 Johnson & Co v Speizer  
 Broom & anr v Pettit  
 Sarjeant & Co ld v Leeson  
 Wright v Hearson  
 Sherard v Osgood  
 Barlow & Co & ors v Hanslip  
 Young v Crook  
 Soling & Co v Campbell & Co  
 Jones v F Canwarden  
 Same v Same  
 Chambers v Stewart & Whitmore  
 Kent v Lindley  
 Clough v County Live Stock Inace Assoc ld  
 Johnston v Braham & Campbell  
 Sewell & Sewell v Smith  
 Levi v National Standard Life Assce Corpn  
 In the Matter of the Mid-Wales Motor Engineering Co ld  
 Baker v Thomas  
 Bruce v Worsley Bros  
 Theophilatos & Co v H Ford & Co ld  
 Wickham v Ragg Bros & Co  
 Bright & Bros ld v Gibson & Co ld  
 Fuchs v Werner  
 Hawkins & ors v Farnfield & anr  
 Alexander v Duncan  
 Richards & anr v L Farnfield ld & anr  
 Newland v Lumley & Co  
 Sprackling v Jackman & anr  
 Potter v Ashby

#### SPECIAL PAPER.

London United Tramways v London County Council  
 Same v Same  
 Alexandra Docks v Newport Harbour Commrs  
 Birmingham Union v Tamworth Union  
 Same v Meriden Union  
 Same v Brumsgrove Union  
 Am Theod Soling & Co v Donald Campbell & Co  
 Seaton v Mountain Ash  
 Schalit v Baird & Co  
 Barch v Raine & Son  
 Mitchell, Colls & Co v Steel Bros & Co  
 Commrs of Land Tax v Earl of Lonsborough

#### MOTIONS FOR JUDGMENT.

Elliott v Boggs & ors  
 Abbott v Turner & anr  
 Assoc of Provincial Stock Brokers v Green  
 Hall v Midland Hall Stud Co ld

#### REVENUE PAPER.

##### English Information.

Attorney-Gen and John Henry Oglander & anr

##### Cases Stated.

Marion Brooke and Commrs of Inland Revenue  
 P Sidney Stott and J J Hoddinott (Surveyor of Taxes)

##### Petitions under the Licensing (Consolidation) Act, 1910.

Hardy's Crown Brewery ld and The Commrs of Inland Revenue (re "The Fountain Inn," Chorlton-on-Medlock, Manchester)  
 Walker & Homfrays ld & ors and The Commrs of Inland Revenue (re "The Cheshire Cheese," Leigh)  
 Chesters Brewery Co ld and The Commrs of Inland Revenue (re "The Land o' Cakes," Hillgate, Stockport)

Florence Elsie Bennett and The Commrs of Inland Revenue (re "The Stork Hotel," Hotwell Road, and "The Tap," Cumberland Place, Bristol)

##### Death Duties.

In the Matter of the Estate and Effects of Mary Brown or Harper dec

##### Land Values—Appeal from Decision of Referee.

Peter Ferguson and The Commrs of Inland Revenue

##### Motion.

Motion for judgment—Attorney-Gen and E Zellermeier (s o)

#### APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, Pending 12th April, 1916.

In re A Debtor (No 22 of 1915) Expte The Debtor v The Petitioning Creditor and The Official Receiver

In re A Debtor (No 7 of 1915) Expte The Debtor v The Petitioning Creditors and The Official Receiver.

In re H. J. Salmon (No. 31 of 1893) Expte The Official Receiver v B Blaiberg, Capt Whitaker, Miss C S Green, P H Dunn, Miss E E Rooke, Hamilton Williams, the Exors. of J S Dunn dec, and the Rev. G V Oddie and Messrs Cohen and Cohen

In re H. Hilcke Expte Muhesa Rubber Plantations ld and Robert William Elder v S Cole the Trustee (Judgment reserved)

In re A M Grenfel Expte Sir William Plender and The Canadian Agency ld (in liquidation) by James Henry Stephens, its Liquidator v The Right Hon Harriet Sarah Baroness Wantage and A F Whimney, the Trustee (proceedings stayed against Lady Wantage, by order) pt hd

In re B P S C L Tottenham Expte The Official Receiver v Emily Crichton Loftus Tottenham pt hd

In re H & A D J. Davis Expte A E Tilley, the Trustee v The London County & Westminster Bank ld

In re H & A D J Davis Expte A E Tilley the Trustee v Brown Shipley and Co

## The Property Mart.

##### Result of Sale.

##### REVERSIONS, POLICIES, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual periodical sale of these interests at the Mart, E.C., on Thursday last, when a total of £10,050 was realised.

## Winding-up Notices.

##### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 14.

GLENMAY STEAMSHIP CO, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Livingston, 7, Church st, West Hartlepool, liquidator.

GLENROY STEAMSHIP CO, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Livingston, 7, Church st, West Hartlepool, liquidator.

TWICKENHAM MOTOR CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Ernest Claud Savage, Central chmbrs, Twickenham, or to Ebenezer Henry Hawkins, 4, Charterhouse sq, joint liquidators.

London Gazette.—TUESDAY, April 18

A. & W. SMITH (EASTBOURNE) LTD.—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Herbert Perkins, Bolton chmbrs, Eastbourne, liquidator.

ALBION & CO, LTD.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to J. M. Henderson, 2 Moorgate st bldgs, liquidator.

G. L. & EDWARD SCOTT (UNDERTAKERS), LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Harold William Locking, Colonial chmbrs, Land of Green Ginger, Hull, liquidator.

KITSON'S EUREKA DISINFECTANTS CO, LTD.—Creditors are required, on or before April 25, to send in their names and addresses, and full particulars of their debts or claims, to John Baker, Eldon st House, liquidator.

LEES & KNEPP, LTD.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Shuttleworth, Lloyd's Bank bldgs, King st, Manchester, liquidator.

OLDHAM TEMPERANCE MISSION COFFEE TAVERN CO, LTD.—Creditors are required, on or before May 25, to send in their names and addresses, and particulars of their debts or claims, to John William Broadbent, 38, Clegg st, Oldham, liquidator.

WOOD, MCMASTER & CO, LTD.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Percy Pemberton, 7, Greek st, and Norman Douglas Vine, Pearl chmbrs, East parade, Leeds, joint liquidators.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

##### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April, 14.

ACTON, ELIZABETH MARGARET, Overbury, Worcester May 15 Beauchamp & Gallaher, Worcester

AINSBIE, MATTHEW WHELDON, Brockweir, Glos May 13 Vaughan & Roche, Bute Docks, Cardiff

ANDREW, JOHN, Tregynon, Montgomery, Farmer May 15 Phillips, Llandiloes

ATKINSON, SOUTHERN SMILES, Heaton, Newcastle upon Tyne, Joiner May 15 Nicholson & Martin, Newcastle upon Tyne

BRADON, GUY CHOL, Rushbrooke, Quakenstown, Ireland May 15 Johnson & Co, New sq, Lincoln's inn  
 BRESLEY, HERBERT, Sheffield May 17 Simpson & Sons, Sheffield  
 BULSTON, JOHN WILLIAM, Kingswood, Glos May 26 Lawrence & Co, Bristol  
 BOLLAND, GEORGE, Hutton, Yorks May 13 W B & C Hutton, Richmond, Yorks  
 BONFIELD, MARGARET, Liverpool May 15 Watts & Carr, Liverpool  
 BRIDGMAN, ELIZABETH, Frinton on Sea, Essex May 6 Cridland & Nell, Bedford row  
 BROWN, JOHN, Green st, Upton Park, Essex May 31 Williams & Alder, Laurence Pountney hill  
 BUCKNALL, THOMAS MARTIN, Well, nr Alford, Lincs, Farmer April 28 Carnley, Alford, Lincs  
 CORDING, SARAH ANN, Clifton, Bristol May 1 Joyce & Co, Williton, Taunton  
 DARNLEY, MARTHA, Ashton under Lyne, Lancs May 16 Simister, Stalybridge  
 EDWARDS, LOUISA, Brighton May 31 Stevens & Son, Brighton  
 EVELYN, HENRIETTA FRANCES, Down st, Mayfair May 26 Walters & Co, New sq, Lincoln's inn  
 EYER, EMILY BLANCHET GRAHAM, Temple Fortune In, Gelders Green May 20 Minet & Co, St Helen's pl  
 FAURE, PAUL EDOUARD, Great Windmill st, Soho, Kitchen Utensil Furnisher May 28 Claude & Co, Strand  
 FIELD, CHARLES, Bromsgrove May 13 Horton, Bromsgrove  
 FIELDEN, MARTHA, Tadcaster, Yorks May 14 Kearsey & Co, Cannon st  
 FRANKLIN, FREDERICK, Deal May 15 Brown & Brown, Deal  
 GREEN, FREDERICK, Congresbury, Somerset, Farmer May 12 Wood, Wington, Somerset  
 GULLIVER, MIRIAM, Burham on Crouch May 26 Sarjeant, Reading  
 HANSON, OSWALD, Halifax, Yorks, Surgeon Dentist May 15 Barstow & Mdgley, Halifax  
 HARGREAVES, MART, Waddington, Yorks May 13 Briggs, Padham  
 HARRISON, FREDERICK WALTER, Claygate, Surrey, Surveyor May 8 Phillips & Cummings, Abchurch House, Sherborne In  
 HAUGHTON, HANNAH, Stalybridge, Chester May 16 Simister, Stalybridge  
 HEYBURN, ERNEST, Finchley rd, Solicitor May 20 Grundy & Co, Arundel st  
 HEYMER, SARAH ANN, West Ham, Essex June 5 Hatten & Asplin, Grays, Essex  
 HOLLIER, WILLIAM, Kingston, Hereford, Coal Merchant May 30 Temple & Philipin, Kingston  
 HUME, EDWARD, ARCHIBALD, Roelston sq May 22 Seagrove & Co, Chancery In, Bradford  
 HUTCHINSON, PERCIVAL GWYNNE, Horton, Bradford May 18 Hutchinson & Sons, Bradford  
 JENKINS, DAVID, West Hartlepool, Master Mariner May 20 Bell, West Hartlepool  
 JONES, HUGH, Liverpool, JP, May 31 Harrison & Co, Liverpool  
 KELLY, FLORENCE FANNY, Harrogate May 31 Brett & Co, Manchester  
 KELLY, THOMAS, Blapham, Blackpool, Hay, Straw and Corn Dealer May 14 Whitworth, Ashton under Lyne  
 LILLINGTON, SARAH ANNE, Southsea, Hants May 13 Gwynn & Co, Bristol  
 LLOYD, FRANCIS CHARLES ATLYMER, Shepperton on Thames May 31 Stannard & Bosanquet, Eastcheap  
 MEAD, REV GEORGE, Chandlersford, Hants May 30 Mead, Hertford  
 MELLOR, ROBERT, Blackpool April 28 Butcher, Blackpool  
 METCALFE, GEORGE ASHWORTH, Halifax, Yorks May 20 Walslaw & Son, Halifax  
 METCALFE, JANE, Halifax, Yorks May 20 Walslaw & Son, Halifax  
 McDONALD, ALEXANDER, Liverpool, Licensed Victualler May 25 Munro, Liverpool  
 MORE, WILLIAM, Gamston, nr Nottingham May 20 Eking & Co, Nottingham  
 MORGAN, EDWIN, Uxbridge May 3 Garner & Son, Uxbridge  
 MORELEY, GEORGE JAMES, Guildford May 10 Smallpiece & Merriman, Guildford  
 MOTTE, ERNEST FRANCOIS FERDINAND, and ANNA LOUISA MOTTE, Craven pk, Harlesden May 31 Crundell, Laurence Pountney hill  
 NEWTON, JAMES, Devonport, Foreman of Roads May 22 Gard & Co, Devonport  
 OGBURN, SARAH, Chappel, Essex May 12 Elwes & Co, Colchester  
 PAGE, ALFRED, Northampton May 28 Dennis & Co, Northampton  
 PEARSELL, ALFRED, Birmingham, Butcher May 18 Galsayer & Co, Birmingham  
 PENFOLD, WILLIAM FREDERICK, Upper Tooting rd May 16 Rogers & Co, Victoria st  
 PERICE, JOSEPH HUME SPRET, St Leonards on Sea May 27 Norris & Spicer, St Leonards on Sea  
 RANKIN, JOHN HALL, late 2nd Lt, 179th Brigade, Royal Field Artillery May 27 H W & S Patey, Finsbury sq  
 SALABURY, ANNIE LOUISA, Northcote rd, Clapham Junction May 20 Wansey & Co, Northgate st  
 SCOTT, ROINALD ERIC EDWARD, Stanhope gdns, Kensington May 22 Farrar & Co, Lincoln's inn fields  
 SCRIVEN, SAMUEL, Southsea May 15 Sherwin, Portsmouth  
 SMITH, ROBERT FRIZ, Northwood, Mddlx May 31 Guthrie, Bedford row  
 SHORTHOUSE, EDMUND, Birmingham May 16 Hargreave, Birmingham  
 SMITH, CAROLINE, Bristol May 13 Vaughan & Roche, Bute Docks, Cardiff  
 SWORDER, MARY, Twickenham May 16 Young & Sons, Mark In  
 TATTERSALL, HENRY, Hamsbottom, Lancs, Cloth Agent May 24 Almond & Sons, Manchester  
 TEBBUTT, MARIA, Leicester May 16 Watts & Boushell, Leicester  
 TODD, RICHARD, Englefield May 26 Sarjeant, Reading  
 TREACHER, STANLEY WILLIAM JOHN, Datchet, Bucks May 19 Walls & Co, Old Jewry  
 VAUGHAN, FREDERICK CLIFFORD, Newport, Mon May 13 Vaughan & Roche, Bute Docks, Cardiff  
 WALTER GEORGE HENRY, Northampton, Pawnbroker May 15 Markhams, Northampton

WARREN, RICHARD ALEXANDER, Watford, Herts May 12 Maddison & Co, Old Jewry  
 WHITE, GIMCON JAMES, Portsmouth, Coal Merchant June 1 Allen, Portsmouth  
 WHITE, MARTHA, Bohover, Derby June 7 Stanton & Walker, Chesterfield  
 WIDMANN, ADOLF, Axbridge, Somerset, Watchmaker May 20 March & Son, Axbridge  
 WIGLEY, EMMA, Moseley, Birmingham May 15 Burman, Birmingham  
 WILD, ALBERT, Shaw, Lancs, Velvet Cutter May 15 Taylor, Manchester

London Gazette.—TUESDAY, April 18.

AMERGAVENNY, The Most Hon. WILLIAM, Marquess of, KG, Ridge Castle, Sussex June 3 Williams & James, Norfolk House, Thames Embankment  
 ALLAN, JAMES LOW, Norton on Tees May 20 Hill & Son, Middlesbrough  
 BAKER, THIRUMUTHI, Haverstock hill May 20 Darley & Co, John st, Bedford row  
 BARKER, ALICE ANN, Hollinsend, Yorks May 30 Irons, Sheffield  
 BISHOP, LUCY ANN, West Bridgford, Notts May 16 Froeth & Co, Nottingham  
 BRAMALL, ROSE, Worthing May 12 Parker, Worthing  
 BRANCH, HERBERT JOHNSON, Gloucester, Insurance Agent May 16 Fream & Corke, Gloucester  
 CARR, ELIZABETH, Newcastle upon Tyne May 20 Maughan & Hall, Newcastle upon Tyne  
 CHATTERTON, EDWARD, Hyde, Chester May 20 Knowles & Son, Hyde  
 CLARK, ELIZA, High Wycombe, Bucks May 31 Wood & Co, High Wycombe  
 DENNISON, WILLIAM, St Anne's on the Sea, Lancs, Cycle Dealer May 1 Pickup, Black pool  
 EDWARDS, ELEANOR ELIZABETH, Prince of Wales mans, Battersea Park May 14 Russell-Cooke & Co, Old sq  
 EUSTACE, CHARLES EDWARD, Geneva, Switzerland May 27 Farrer & Co, Lincoln's inn fields  
 FRYER, GEORGE, Sherburn, Yorks May 30 Whitworth, Manchester  
 GARRUTT, JOSEPH, Scarborough May 17 Birdall & Co, Scarborough  
 GOODVEY, FLORENCE EVERILDA, Harcourt ter, South Kensington May 14 Darley & Co, John st, Bedford row  
 GOODLEY, GEORGE, Stamford, Lincs, Auctioneer May 20 Kelham, Stamford, Lincs  
 GREGG, HENRY FRANCIS, Wallington, Surrey May 20 Rivers & Mills, Gracechurch st  
 HAILES, JOHN CLEMENTS, Wynnstey gdns, Kensington May 20 Emmet & Co, Bloomsbury sq  
 HARVEY, JOHN, Sussex sq, Hyde Park June 1 Lewis & Lewis, Ely pl  
 HODGES, SARAH, Sherborne, Dorset May 1 Ffooks & Grimley, Sherborne, Dorset  
 HOLDEN, ELIZABETH, Hale, Chester May 30 Whitworth, Manchester  
 HUGHES, IVOR EDWARD, Hyde Park sq May 31 Walker & Co, Theobald's rd  
 HUMPHREYS, FANNY, Bath April 29 Timmins & Timmins, Bath  
 JACKSON, SIR THOMAS, Bart, Stansted, Essex May 31 Stephenson & Co, Lombard st  
 JAMES, THOMAS, Old Hill, Staffs, Licensed Victualler May 2 Cooksey & Co, Old Hill, Staffs  
 JENNER, ANNE ELIZABETH, Eastbourne May 27 Rusten & Co, Norfolk st, Strand  
 JOHNSON, THOMAS, Wem, Salop May 15 Lucas & Co, Wem, Salop  
 KROHNE, WILHELM JOHANN, Rosecroft av, Hampstead, Merchant May 18 Greig, Abingdon st  
 LAMONT, JOHN, Deerhurst rd, Brondesbury, Mddlx May 31 Vandercrom & Co, Bush In  
 LAWRENCE, CAROLINE, Merton, Surrey May 20 Faithfull, Winchester  
 LINDEN, ULIA, Worthing May 26 Ince & Co, St Benet chmbrs, Fenchurch st  
 LOVEDAY, WILLIAM, Chelmsford, Watchmaker May 26 Dixon, Chelmsford  
 MCLEW, JAMES HENRY, Shopland, Essex May 20 Grogons & Powell, Southend on Sea  
 MCWHERRY, REV CORNELIUS, Marple Bridge, Derby May 15 Bishop, Manchester  
 MARTIN, ELLENOR, Bacton, Norfolk May 15 Johnson & Nicholson, Lowestoft  
 MILLER, WILLIAM HENRY, Landport, Portsmouth May 22 King & Frankela, Portsmouth  
 MILLINGTON, BERTHA HELEN, Wimbledon Park, Surrey May 15 Haslewood & Co, Temple chmbrs, Temple av  
 MITCHELL, REV JOHN, Kirkbride, Cumberland May 31 Scott & Co, Penrith  
 MOTTRAM, JAMES, Norwich May 20 Cosens-Hardy & Jenson, Norwich  
 NICHOLSON, ROBERT, Bedlington, Northumberland May 12 Bramell & Sample, Morpeth  
 NOAD, ELIZA, Walsall June 14 Evans & Son, Walsall  
 PRAGNELL, SIR GEORGE, Grove Park, Kent May 14 Read, Blackpool  
 QUAYLE, SARAH JANE, Blackburn May 12 Ferguson, Blackburn  
 RILEY, MRS EDITH SOPHIA, Ipswich May 15 Johnson & Nicholson, Lowestoft  
 RUSSELL, ERNEST, Winchester House, Old Broad st, Tea Planter May 31 Stephenson & Co, Lombard st  
 SAUNDERS, ANNIE, Westbourne Park cres May 12 Hart, Harlow, Essex  
 SELMAN, GEORGE, Kingland rd, Bookbinder May 13 Lettis Bros, Bartlett's bldgs  
 SORBY, THOMAS, Mullion, Cornwall May 19 Thomas, Helston  
 SOUTHEY, LUCY EDGEMORTH, Watford May 31 Reid, King st, Cheapside  
 SPRING, MARY KENN, Croftdown rd, Highgate May 15 Ballard, Hare st, Inner Temple  
 SUNDERLAND, JOHN WILLIAM, Ilkley, Yorks May 15 Harrison & Sons, Leeds  
 ZABERN, EMILY AUGUSTA VON, Zurich, Switzerland May 23 Beddington & Co, Manchester  
 WALLIS, ISABELLA, Spalding, Lincs April 30 Crust, Spalding  
 WHITTE, THOMAS, Croydon, Surrey May 13 Rowland & Hutchinson, Croydon  
 WIDROFF, MARIA, Romford rd, Forest Gate, Essex May 23 Wodlake & Co, Bank chmbrs, Finsbury Park  
 WILD, SELINA, Oldham May 31 Ponsenby & Carlisle, Oldham

# THE LICENSERS INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSERS INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

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